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The Solicitors' Journal.

LONDON, DECEMBER 5, 1868.

ON THURSDAY LAST the Court of Exchequer Chamber gave judgment in *Grissell v. Bristowe*, reversing the decision of the Court of Common Pleas (16 W. R. 478). *Grissell v. Bristowe*, it will be remembered, was an action by the vendor of eighty Overend-Gurney shares against a firm of stockjobbers, who bought them upon the London Stock Exchange from the vendor's (the plaintiff's) brokers in the ordinary way. The defendants sold the shares to other jobbers, and afterwards duly passed to the plaintiff the names of persons to whom transfers of the shares were to be executed by the plaintiff. The purchase-money was duly paid, and the transfer executed by the plaintiff, but the transferees neglected to register. The plaintiff's name remained on the register, and he had to pay calls subsequently made upon the shares. The action was for an indemnity against these calls. The substantial question involved was, What is the legal effect of a contract for the sale of shares made in the usual course of business upon the Stock Exchange between a registered owner of shares not a member of the Stock Exchange and a stockjobber? The plaintiff contended that he was not bound by any usage of the Stock Exchange, and that from the moment of the purchase of the shares the defendant was in equity the true owner, and entitled to all benefits, and liable for all loss that might result from the ownership of the shares. The defendants relied upon a usage that the jobber should not be regarded as a purchaser in the ordinary sense of the word, but that his contract was to pay the agreed price for the shares, and to give the name of a *bonâ fide* transferee, or to cause the shares to be registered in his own or some other person's name. This was not the only defence, but it was the chief one. The majority of the Court of Common Pleas decided that the evidence stated in the special case was not sufficient as to establish as a fact the existence of the alleged usage, and that if such usage really existed, it was unreasonable, and, therefore, did not affect the contract. Byles, J., dissented from this, holding that the usage was reasonable and sufficiently proved. The Court of Exchequer Chamber have now unanimously decided in accordance with the opinion of Byles, J. They point out that the action was based on the admission that the defendants were entitled to substitute other parties in their place as buyers, that there was, consequently, an admitted departure from the ordinary incidents of a contract of sale; and that the action was based on the contract of sale "as qualified by the usage of the Stock Exchange." They held that the evidence in the case sufficiently established a usage as a matter of fact that the jobber's contract was that he should on the name day "substitute, if he is able to do so, another party or parties as buyers, and so relieve himself from further liability on the contract"—provided that the substituted persons be such that the seller cannot reasonably object to. The Court then discussed the question of unreasonableness, and decided (without expressing an opinion on the effect of the employment by the plaintiff of a broker who was acquainted with the usage) that the usage was not un-

reasonable in itself. They say that the usage, "far from being unreasonable, appears to us to be fair and equitable with reference to the interests of all parties concerned;" and they further express an opinion which it will be difficult to reconcile with some of the reported cases, that "a usage founded on the general convenience of all parties engaged in a particular department of business can never be said to be unreasonable." On this ground, therefore, there was a valid contract between the plaintiff and the defendant, but by virtue of the usage, which was part of the contract, the defendant was not liable.

So far the Court of Exchequer Chamber deals with the same arguments as those which were discussed in the judgment of the Court below; but they give a further "and more conclusive answer to the objection urged against the usage."

The plaintiff adopted part of the usage, and must, therefore, adopt the whole. That usage was, as understood by the Court, that the jobber was not liable on the contract after payment of the price of the shares, and giving in the names of transferees. The defendants, therefore, could not now be liable, as they and the broker only contracted subject to the usage. The plaintiff might possibly be entitled to repudiate the contract on the ground that the broker had acted contrary to, or had exceeded his authority, or for some other reason, but he clearly could only enforce it as understood between his agent and the defendants. The plaintiff, therefore, could not succeed in the present action, which was based on an obligation into which the defendants had never intended to enter. The Court say that they would have decided thus if the plaintiff had never executed any transfers, but that the case was strengthened against him by the fact that he had assented to receive the transferees as the buyers, had executed transfers, and had thus "for ever deprived himself of the power of transferring the shares to the defendants." The Court refer with approval to *Shepherd v. Murphy* (16 W. R. Ch. App., Ir., 948), in which the Court of Appeal in Ireland, reversing the decision of the Vice-Chancellor, held that a bill of specific performance and indemnity could be maintained by the original vendor of shares against the ultimate vendee under circumstances almost precisely similar to those of *Grissell v. Bristowe*.

Kelly, C.B., concurred in this judgment, and added thereto some further reasons on which he relied. The decisions in *Shepherd v. Murphy* and *Grissell v. Bristowe* in the Courts of Appeal are in accordance with one another, and if the decision of Malins, V.C., in *Coles v. Bristowe* should be overruled by the Court of Appeal in Chancery* there will be the opinions of the three intermediate Courts of Appeal against that of the Courts below. It may be presumed that one of these cases will soon reach the House of Lords, and that then the matter will at last be set at rest.

The practical effect of this decision will not be so entirely a benefit to members of the Stock Exchange as they seem to imagine. The jobbers, of course, benefit by it. Their position, according to the rule laid down by the Common Pleas, was that they were always liable for the non-completion of the contract, but that they had their remedy over against their purchaser. And this remedy, we apprehend, they might, according to the rules of the Stock Exchange, have enforced against their purchaser inside the Exchange, that is, the broker of the real purchaser. That broker again would have a remedy against his client, and, in case of that client's insolvency, the loss would thus fall on the broker who had chosen to act for the insolvent person. Under the rule laid down by the Exchequer Chamber, however, the jobber is not liable after the name he gives is accepted, and thus he is undoubtedly in a better position. But it is now held to be the business of the person to whom the name is tendered

* The appeal judgment in *Coles v. Bristowe* is to be delivered to-day.

to make inquiries respecting the nominee before he accepts him. The Court have not said whether the selling broker or his principal is to make the inquiries, but we apprehend that, in the absence of any express understanding between them, it clearly would be part of the broker's duty to his employer, for the neglect of which he would be liable to him. A broker in large business, and at a time when the market is brisk, may have some hundred names given him on the same day. We imagine that he will find himself unable properly to investigate the names within the time allowed by the rules, and then if without that investigation he accepts the name, he will in effect take upon himself the liability which the jobbers have so strenuously repudiated. If without sufficient reason he refuses the name, or if he refers it to his principal to decide for himself, and the latter does not return him an answer within the time limited, he will be liable, under the rules, to have the shares bought in against him. The latter event, however, would only involve him in loss in the event of the market having risen. We think, however, that the brokers must seriously consider the position in which they are now placed, and that they will be wise, by a memorandum on their sale note, or otherwise, to limit their liability to their employer.

THE RELATIONS between the various county court districts seem to have puzzled the Legislature or its county court law advisers ever since the 9 & 10 Vict. c. 95, the Act establishing the courts, was passed. By that Act (section 59) a summons could only issue in the district in which the defendant or one of the defendants dwelt or carried on business at the time of action brought; or, by leave of the Court, in the district in which the defendant or one of the defendants had dwelt or carried on business at some time within six months of action brought; or in the district in which the whole cause of action arose. The effect of this provision was very often to put the plaintiff to considerable trouble; in fact the clause has all the appearance of having been drawn in the interest of defendants, because, as a rule, if plaintiff and defendant lived in different districts, the plaintiff had to go to the defendant's district to bring his action, the principal exception to the rule being where a defendant removed from a district in which he had incurred his liability, and in that case he could be sued where the liability arose. In every case where a summons had to be sent out of a district for service, an affidavit had to be made before the judge of the issuing court, who could then grant leave to issue; and as the judges had, some of them, more than a dozen courts to attend to, long delays often took place because of the infrequency of the sittings of some of the courts.

This state of things existed for no less than ten years, notwithstanding numerous complaints of the inconvenience arising out of it. The 19 & 20 Vict. c. 108, made an attempt at a remedy, and as far as it went it was of some service. By the 15th section a registrar was empowered to grant leave to issue summons in cases which previously required leave of the judge. But what was of especial importance to the metropolis was that what was called "the metropolitan district" was formed, consisting of the districts of Bloomsbury, Clerkenwell, Brompton, Lambeth, Marylebone, Shoreditch, Southwark, Whitechapel, and Westminster. If a plaintiff dwelt or carried on business in any one of these districts, and the defendant dwelt or carried on business in any other of them, the plaintiff could at his option, and as a matter of course without leave of the Court or registrar, issue his summons in his own district or in that of the defendant. Although this was a considerable improvement on the previous system, some very curious anomalies were produced by the change. Thus a summons issued at Westminster could be sent to any of the courts constituting the metropolitan district for service, but as

the City of London was not made part of such district, the summons could only be sent there for service by leave under the same conditions as if it had to be sent to the most distant parts of England. Or to take another illustration, a plaintiff dwelling or carrying on business at the western extremity of the Westminster district could summon a defendant to the Westminster court, from the Eastern extremity of the Whitechapel district, a distance of some eight or nine miles; but if the defendant dwelt or carried on business a few yards over the Westminster boundary line to the west, the plaintiff could only summon at Westminster, if the conditions existed, which enabled him to obtain the leave of the Court or registrar, otherwise he must go all the way to Brentford to sue.

After eleven years' experience of these inconsistencies a further attempt at legislation on the subject was made by the 30 & 31 Vict. c. 142, s. 3, but instead of grappling with the whole question the trifling alteration is made of adding the City of London to the previous metropolitan district, and the same rule, therefore, applies to the city which applies to the districts before named. This is, no doubt, an improvement as far as it goes, but very numerous and far greater evils remain than the evil thus remedied. The old rule still exists (the 19 & 20 Vict. before noted) which places all the metropolitan courts in the peculiar position of being able to send summonses for service, without leave of the Court or registrar, to the districts on one or two sides of them, but not on the other sides. Thus, the Whitechapel Court can send summonses for service without leave, not only to the adjoining district of Shoreditch, but to the City, to Westminster, or to Brompton, the last named court extending its jurisdiction as far as Fulham. If a Whitechapel suitor, however, wishes to sue a defendant in the Bow district which adjoins, he can only do so in the Whitechapel Court if the conditions exist which enable him to obtain leave. Leave is granted as a matter of course in such a case, but as registrars and judges are not always to be found, suitors are often delayed for days before they can make the necessary affidavit, upon which only a summons can be sent from a metropolitan court to an outside district for service. The inconvenience of the present system is felt chiefly in cases where the boundary line between a metropolitan district and an outside district runs through a populous neighbourhood, as in the case of Whitechapel and Bow just mentioned; in the case of Shoreditch, Clerkenwell, and Edmonton, the boundary line there running through numerous populous places; and in the case of Lambeth, Croydon, and Greenwich, where a large town has grown up around the Crystal Palace on the boundary line, and rendered it no easy matter to discover in which district a suitor lives.

The remedy for this state of things seems plain and easy. If every court had power to issue summonses into any adjoining district without leave, in the way in which the metropolitan Courts now send summonses to each other, the whole of the anomalies described would be got rid of, and the time of suitors would be saved, often with a favourable effect on their temper. This rule would be of the utmost importance in London and the large towns, and would create no inconvenience in the sparsely populated parts of the country.

ON SATURDAY LAST, a heavy case at Nisi Prius in the Court of Exchequer having come to a somewhat unexpected conclusion, the parties in the causes immediately following were not in a position to go on, and many of them paid the penalty for not being prepared. Upon this the *Times* reporter remarks that the rule that "every case in the day's list is supposed to be in order" is all very well in theory, but the practice shows that to be always prepared, and not called on for twelve or fourteen days, inflicts more expense upon the parties than the sum involved in the suit, and not unfrequently drives

them to most unsatisfactory settlements of their grievances and rights. "This is an old grievance, but, disregarding the exaggeration implied in the mention of twelve or fourteen days, a very real and substantial one. We have before pointed out what in our opinion is the best remedy for it—viz., to give a power of transferring cases from one court to another. At the present time there are five courts for Nisi Prius sitting daily at Westminster, and occasionally during these sittings after term there may be six. Indeed, if the list in the Exchequer were sufficiently heavy to require two courts there would be six sitting every day. It would be comparatively easy for the officers of the Courts to calculate the number of cases that would be disposed of by the five Courts in one day; though very difficult to calculate for each particular court. While the cases might turn out longer than expected in one court, they would be shorter in another, and if there were a power for the latter Court to send to the former, and take and try some of its cases, there would be no occasion for such long lists to be made out as at present. Under the present system, the officers of the courts, although they know that a particular case is likely to last the whole day, are obliged to put other cases on the list in order to prevent the time of the Court being entirely wasted, if that case breaks down. Considering the state in which the cause lists have usually been, a day, or even half a day, during the sittings is far too valuable to be wasted; and the officers of the court have no alternative but to act as they do, and the judges, where their general lists are heavy, must act on the rule that all cases in the day's lists are to be considered in order, otherwise they will do at least equal injustice to other suitors who have causes lower down in the list. There can really be no reason why a judge of the Court of Exchequer should not try a Queen's Bench or Common Pleas' case, in Middlesex or London, just as he does on circuit.

MR. TYRWHITT has lately given a rather elaborate judgment in the Marlborough-street Police Court on a summons charging the defendant with keeping a refreshment-house open during prohibited hours. The evidence was that several persons remained in the house taking refreshment after one o'clock, the hour for closing, and that the last person did not leave until forty-two minutes' past two o'clock. The summons was taken out under 27 & 28 Vict. c. 64, s. 5, which enacts that "no person shall open or keep open any refreshment-house, or sell, or expose for sale or consumption, in any refreshment-house, any refreshments or any article whatsoever" between one and four o'clock a.m.

Mr. Tyrwhitt decided that the evidence did not establish any violation of the section, and dismissed the summons. In support of this view he cites three cases: *Finch v. Bludell*, to which no reference is given, and which is apparently not reported. There, according to Mr. Tyrwhitt's statement of the case, persons were found drinking after the prohibited hours, and the Court of Queen's Bench upheld the conviction. This was in 1866, and, therefore, probably the conviction was upon 27 & 28 Vict. c. 64. *Tennant v. Cumberland* (7 W. R. 161, 1 E. & E. 401), where evidence that a man was seen during the prohibited hours drinking in a house, and afterwards to leave, was held insufficient to sustain a conviction under 11 & 12 Vict. c. 49, s. 1; *Coates v. Smith*, decided in 1839, apparently reported only in the *Justice of the Peace*, where evidence that persons were seen drinking twenty-two minutes' after the hour was held not sufficient to sustain a conviction, as the landlord was not bound to turn out his customers the moment the hour strikes. Mr. Tyrwhitt, on these authorities, dismissed the summons—saying, "I regret the doubtful state of the law," and that he thought his decision contrary to the intention of the Act, which seemed to require that the house should be closed by one o'clock, but that he was bound by authority, and that he would be glad to grant

a case to have the matter argued before the Court of Queen's Bench.

It is difficult to see how this decision is supported by the authorities cited, which Mr. Tyrwhitt himself says show that the law is in "doubtful state." The section forbids persons to "open or keep open," and we are disposed to agree with Mr. Tyrwhitt that this means that the houses should be cleared at one o'clock, and not kept open for people to finish what they have ordered before that time. But why did not Mr. Tyrwhitt so decide, when, on his own showing, the law is doubtful? When the law is uncertain it is usual for the judge of an inferior court to decide according to his own view of the question, and to give, if necessary, facilities for an appeal. In reality, however, the authorities cited are not opposed to what Mr. Tyrwhitt says is his own view of the law. In *Finch v. Bludell* the conviction was upheld. In *Tennant v. Cumberland* the conviction was quashed, but the section of 11 & 12 Vict. c. 49, on which it was given, only forbids persons "to open" houses within certain hours, and does not contain the words "or keep open," which seem precisely applicable to the present case. In *Coates v. Smith* it was held that there was not sufficient evidence to convict, but it does not appear in Mr. Tyrwhitt's judgment under what Act that case was decided. The result of the examination of the authorities cited is: one in favour of a conviction, one, not in point, being decided on a different section and on different words, and a third case doubtful, but not decided on the same Act, and, therefore, probably not upon similar words. Under these circumstances we think Mr. Tyrwhitt might properly have convicted the defendant of the offence charged, and might even have considered that the cases not only were not opposed to, but rather supported, such a decision.

ONE OF OUR CONTEMPORARIES appears to have taken much umbrage at our remarks respecting the impending legal appointments. Probably a very few days will be sufficient to set all such speculations at rest; but in the meantime we can only assure our contemporary that we did not invent our information. This much at least is certain, that if from any cause whatever the appointments mentioned by us last week are not made, it is, or at least was so lately as the day before yesterday, the desire of one of the most influential supporters of the new Government that they should be made, and it is to a great extent in his hands to determine whether that desire shall or not be carried into effect.

PRIVILEGED COMMUNICATIONS.

As a general rule a defendant is bound to produce all documents in his possession which are material to the case of the plaintiff, however disagreeable it may be to him, however contrary to his personal interests, however fatal to his claims. The only exception to this rule rests on the privilege which may arise from professional confidence. That professional confidence should be a ground of exemption from discovery is too obvious a principle to need elucidation; the extent, however, to which discovery may be successfully resisted on this ground is only to be gathered from a somewhat long series of cases, to some of which we mean to refer.

The old rule at common law was, to consider no communication privileged unless such communication was made for the immediate purpose of commencing the action, as related to an action pending at the time. This rule was recognised by Lord Tenterden in *Williams v. Mundie*, 1 Ry. & Moo. 34, as the existing rule at that time. By a natural transition the courts of equity extended the protection of the rule to all communications made between the legal adviser and his client with reference to the subject-matter of the suit, but previous to its commencement: *Garland v. Scott*, 3 Sim. 396. The rule, as expressed in *Flight v. Robinson*, 8 Beav. 22, where this principle was fully considered, is, that the Court will

not order the production by the client of confidential communications between solicitor and client which took place either in the progress of the suit or with reference to it previous to its commencement. The rule, however, has been carried even further, and, as it is stated by Sir James Wigram, V.C., in *Lord Walsingham v. Goodricke*, 3 Ha. 124, where the origin and history of this principle are explained, extends to cover all confidential communications between the client and his legal adviser, made after the dispute arose between the parties, which ultimately ripened into the suit, whether in contemplation of legal proceedings being ultimately taken or not. And this we submit to be the rule at the present day, speaking generally, and it is stated so to be by Lord Langdale in *Penruddock v. Hammond*, 11 Beav. 59, that is to say, in the case of the client; for the position of the legal adviser with reference to privilege differs somewhat in extent from that of the client, as we shall presently endeavour to show.

In the case of the client the distinction appears to be this,—If the dispute has taken place, and the parties are at arm's length in consequence, communications with reference to the subject-matter of the dispute are privileged, even when made before any proceedings are commenced or are even in contemplation; but, if no dispute has occurred, communications made to a client for his private satisfaction are not privileged in the hands of the client, though they relate to matters which afterwards form the subject of litigation; at least, this is the inference we draw from *Nias v. Northern and Eastern Railway Company*, 3 My. & Cr. 355. So, too, letters written or cases stated for the opinion of counsel by a party or his solicitor, with a view to a suit then in contemplation, are privileged, not only in that suit, but in any subsequent litigation with third parties respecting the same subject-matter, and involving the question to which such letters and cases relate: *Holmes v. Baddeley*, 1 Ph. 476. In a case of *Jenkins v. Bushby*, noted in a former number of this journal,* Sir R. Kindersley, on similar grounds, declined to order the production of a case and opinion of counsel thereon, given with reference to former litigation, where the dispute which occasioned the suit had arisen at the time when the case was laid before counsel. In *Greenland v. King*, 1 Beav. 137, an opposite conclusion was come to, but on the ground, as it appears, that the case and opinion had been prepared for a predecessor in title of the defendant, while the defendant had no legal interest in the subject of the documents at the time when the opinion was taken.

As documents relating to anterior litigation when found in proper custody are privileged, so are also documents relating to pending litigation with third parties in respect of the same subject-matter when found in the suitor's possession. This was the decision in *Coombe v. Corporation of Liverpool*, 1 Y. & C. 631, a suit in which the right of the corporation to certain dues was called in question. The defendants in their answer stated that they had in their possession cases which had been prepared with a view to litigation either in progress or in contemplation with other parties about the same question, and their claim of privilege in respect of these cases was allowed. And in *Bolton v. Corporation of Liverpool*, 1 My. & K. 95, which was a cross bill in aid of the plaintiff's defence to an action brought against him by the defendant in equity, the Court refused to compel the defendant in equity to produce cases submitted to counsel, and the opinions thereon, which had been prepared in contemplation of and with reference to the action and suit.

So far, then, as it appears, do the privileges of the client extend. The result of the cases referred to appears to be this,—that a client is privileged from the production of confidential communications made by his legal adviser, as well during the pendency of the suit in which

discovery is sought for, as during the pendency of any other suit affecting the same subject-matter, or during the progress of the dispute which led to the institution of the suit. Further than that he is not privileged. The privilege of the legal adviser, be he counsel, solicitor, or attorney, is more extensive in some respects, yet not altogether so. There are cases which must at once occur to the reader where it would be contrary to the duty of a solicitor to disclose matter of which the client would be bound to make a discovery. And, as a general rule, the privilege of the legal adviser is not limited by any reference to proceedings pending or in contemplation, as the privilege of the suitor is. That this distinction should exist has been regretted by two learned judges—Sir J. Knight-Bruce, in *Pearse v. Pearse*, 1 De G. & Sm. 12, and Sir R. Kindersley, in *Thompson v. Falk*, 1 Drew. 21; and it does, in our humble judgment, appear unreasonable that a client should in some cases be compelled to discover those very matters which his legal adviser could have declined to discover on the ground of privilege. From the tone of recent decisions, however, it may be presumed that there is a tendency to put the client on the same footing in this respect as his adviser.

It will not be forgotten that this privilege extends only to professional confidence. A legal adviser not acting in his proper capacity, but as an agent or friend, equally with parents, medical attendants, clergymen, and persons in the most closely confidential relation, is bound to disclose communications made to him: *Greenlaw v. King*, 1 Beav. 145. For this privilege to be successfully asserted, the communication must have been made in confidence by a legal adviser, acting as such, and not in any other capacity. Thus in *Greenlaw v. King* production was ordered of confidential communications which took place after the dispute arose between a defendant and his solicitor, who then acted as agent and friendly adviser only, not professionally. And this will also be the case wherever the solicitor is employed in matters not strictly professional. And where the solicitor has acted in part in another capacity, production will be ordered of confidential communications made by him in his other capacity: *Goodall v. Little*, 1 Sim. N. S. 155. Nor does this privilege exist where a person has acted as a solicitor, who in fact is not one: *Fountain v. Young*, 6 Esp. 113; nor, as it would appear, in the case of a certificated conveyancer, assuming that *South Sea Company v. Dolliffe*, 2 Atk. 525, would be followed at the present day. The privilege, however, does extend to confidential communications between a client in Scotland and a Scotch solicitor and law agent practising in London, though not admitted there: *Lawrence v. Campbell*, 7 W. R. 336.

Even the confidential report of the medical officer of an insurance company upon the state of health of a defendant was refused the protection of a privileged communication in *Lee v. Hammerton*, 12 W. R. 975. Documents will, however, be protected which are prepared at the instance of the legal adviser by a mere agent, in the same way as if prepared by the legal adviser personally: *Walsham v. Stainton*, 12 W. R. 199, where the report of an accountant confidentially employed by the solicitor with a view to preparing his client's defence was held to be privileged. The right of protection is the same, whether the communication be immediate or through the medium of a third party, provided the third party be a mere channel of communication. As where letters are written from abroad to a London agent, the purport of which is to be communicated to a person in England, and the agent is not a member of the profession: *Bunbury v. Bunbury*, 2 Beav. 173; *Reed v. Langlois*, 1 McN. & G. 638. But in order to protect documents under this head it must be clearly shown that they were forwarded by the writer to the client in consequence of communications received from the solicitor: *Hooper v. Gumm*, 10 W. R. 644, it being essential that the transmitting agent should be a mere channel of communication, and nothing more; as

* 10 S. J. 859.

in the case of an interpreter: *Du Barré v. Livette*, 4 T. R. 756.

Letters between co-defendants, written for the purpose of being forwarded to the solicitor, are also privileged. Such a letter is, in fact, a joint communication made by the parties. But it must be shown that it was written in order to be passed on to the solicitor by the person to whom it was in the first instance sent, or it will not be exempted from production.

Where matters entitled to protection are so intermixed with other matters as to render it impracticable to separate them, the Court will protect the whole: *Churton v. Frewen*, 13 W. R. 490.

It is needless to enumerate the different classes of documents which may, under the circumstances detailed above, become the subject of privilege. What we have attempted to show is, that the privilege extends only to subjects of professional confidence. In applying the principle the Courts will no doubt from time to time be guided rather by what the interests of mankind require than by precedent. The tendency on the whole seems to be to interpret the rule liberally, notwithstanding the remarks of Lord Langdale in *Greenlaw v. King*, 1 Beav. 143, and protect communications between a party and his solicitor to the fullest extent, thus preserving unimpaired the free and unrestricted intercourse between the legal adviser and his client, which, perhaps more than anything else, furthers the due administration of justice.

THE JUDICATURE COMMISSION.

Some time ago* we offered some remarks on the subject now before this Commission, with special reference to the suggestions made by a large number of the Liverpool solicitors to the Commissioners. These solicitors have lately issued a further paper, a copy of which will be found in another column, upon which we are desirous of making a few remarks.

The first class of suggestions now made appears to us open to an objection precisely similar to that which we felt bound to make to the principal suggestion in the original set of proposals. If it be, as we think, too much to require of the judges that they should each be a sort of legal Margites (with every prospect of the corresponding result†) it seems *à fortiori* unreasonable to expect the subordinate officials to be ready to turn their hands as may be thought expedient to any or all of the numerous and divers functions necessary for the due administration of legal business. To a certain extent, doubtless, such an amalgamation of functions would be not only feasible, but beneficial. For instance, all the duties now performed by the record and writ clerks in chancery, and the three sets of clerks of writs at common law, are, if not identical, highly analogous, and might all, we think, be well performed by the same staff. Indeed, if the suggestion as to a court of general jurisdiction with distinct "sides" for the different descriptions of causes, which we ventured to sketch out in the article already mentioned (and which is substantially, as we are credibly informed, the proposal which the majority of the Commission have determined to adopt) be carried into effect, it would follow, almost as of course, that but one set of officers would be maintained for the performance of functions so essentially alike. Again, the registrars in Chancery and Bankruptcy, and in the Courts of Probate and Admiralty, the clerks of assize and of arraigns at common law, and to a certain limited extent the masters of these courts, all perform duties so much alike that they might well be relegated to one general office, though even here we think that it would probably be found advisable to introduce some departmental subdivision. If it be proposed to continue the chief clerk system in equity, those officials might very advantageously act also as taxing officers, and perform

all the duties of masters on the common law side of the court not already intrusted to the proposed registrar's office; but we should look upon any reform as lamentably incomplete which tended to perpetuate a class of officials nominally administrative, but in fact exercising judicial functions of a high order. The chief clerks should, we think, disappear altogether; all the mere formal business, such as summonses for time to plead, &c., being intrusted to a set of officers named for the purpose, or to the writ clerks, while the performance of the business now nominally transacted by the judge in chambers, but really by the chief clerk, should be made obligatory upon the judges themselves, particularly as the proposed alterations will probably involve a material increase of their number.

With the remarks made upon the subject of judges' clerks, we substantially agree. It is no doubt right that every judge should have certain officials attached to his *personal* staff, as a secretary, train bearer, usher, &c., and that he should have the uncontrolled selection of them; but these officials ought not, we think, to have any duties unconnected with personal service to the judge, and we cannot suppose that their salaries could ever properly exceed £500 or £600 a year *per judge*.

The proposal as to superintendence is practically disposed of by the foregoing remarks. It may, indeed, be true that a special board would be needed—we doubt if any board would be competent—to keep in due working order so enormously overgrown a department as that suggested by the Liverpool solicitors; but if broken into offices of convenient size and homogeneous nature, all this difficulty will disappear, and there will be no greater practical necessity for special superintendence than exists at present. The heads of each department would be quite able, subject, of course, to the control of the Court, to regulate all the business of their own special office, and thus the cumbrousness involved in the solicitors' suggestion would be avoided, and the expense of a separate board of supervision saved.

To the observations which we have already made on the proposed "district registries" we have really nothing to add; we still think that a complete establishment of local courts would be far preferable, and we are unable to see any advantage gained or objection obviated by the other proposal. Our plan, too, would have two advantages, which seem to us very considerable. In the first place, the opportunity for trial and hearing of causes in the country, instead of coming twice or at least three times a year as at present, would be, in all the larger centres of business, practically perpetual. Such places as Liverpool, Manchester, Bristol, &c., where there was enough business to warrant it, would in effect become towns of perpetual assize. In the second place this very fact would produce at all such places a permanent and qualified local bar; so that the necessity or desirability mentioned by the Liverpool solicitors of sending certain classes of cases to London for trial, "for the advantage of London counsel and a court constantly sitting," would be removed, and the golden dream of law reformers, complete justice brought home to every man's door, would be brought nearer its accomplishment than by any other plan which we have heard or seen suggested. Our plan would also be free from the chief drawback to local courts, viz.,—that the idiosyncracies of the judge, particularly where the court is an inferior one, stamp their character too strongly upon the class of justice administered.

To the proposal respecting trial of small actions we give our hearty assent, save only that we should much prefer giving limited jurisdiction to some class of inferior officers (the masters or registrars of the local courts, and the registrars of the court in London) similar to that so long enjoyed by the secondaries in the City of London, and abolishing the county courts altogether, or merging their existence in the local courts above-mentioned.

* 12 S. J. 621

† πῶλλ' ἐπίστατο ἱρὰ κακῶ; δ' ἐπίστατο πέντε.

RECENT DECISIONS.

EQUITY.

ON COSTS OF PARTITION SUITS UNDER THE RECENT ACT, 31 & 32 VICT. C. 40.

Miller v. Marriott, M. R., 17 W. R. 41.

The modern rule with respect to the costs of a partition suit is, that each party bears his own costs up to the hearing. This rule is analogous to the rule at law under the old writ of partition (*Morgan & Davey's Costs*, p. 172). Subsequent costs are payable by the parties in proportion to their respective interests under the decree, the costs of infant parties being made a charge on their shares: *Cox v. Cox*, 6 W. R. Ch. Dig. 49, 3 K. & J. 554; *Davis v. Turvey*, 32 Beav. 554, where an abstract of the decree is given. The recent Act, which received the royal assent on the 25th of June last, empowers the Court to order a sale instead of a division of the property, if it thinks fit, or upon the application of a majority of the parties interested in the property to which the suit relates. The Court may also (section 10) make such order as it thinks fit, respecting costs up to the hearing. In *Osborn v. Osborn*, L. R. 6 Eq. 338, a case decided seven days after the passing of the Act, Vice-Chancellor Malins ordered the costs of all parties, some of whom were infants, to be a charge on the proceeds of sale. But in *Landell v. Landell*, L. R. 6 Eq. 268, a case decided shortly afterwards, which does not appear from the report to have presented any special circumstances, Lord Romilly, M.R., expressed an opinion that the Act was not intended to alter the practice of the Court with respect to costs, and ordered each party to bear his own costs up to the hearing.

From the case of *Miller v. Marriott* it appears that his Lordship will follow the view taken by his Honour, as to costs up to the hearing being payable out of the estate, only in cases where the shares are equal. Where this is not the case, it seems that the old, and we venture to say, the fair principle will prevail, and the costs up to the hearing be paid out of, or made a charge upon, the respective shares. There were infant parties, it is true, in *Osborn v. Osborn*; but we do not see that this affects the imposition, but only the raising of the costs; as the costs of infant parties should remain a lien on their shares, on the authority of the cases above referred to. But the Act gives the Court the fullest discretion as to costs, under which it will be easy to provide for exceptional cases. While on this subject we may observe, that in *Lys v. Lys*, Vice-Chancellor Giffard decided last week that section 4 of the Act, by which the Court is empowered to direct a sale instead of a division of the property, on the application of a majority of the parties interested, is retrospective. Where the minority object to the proposed sale as injurious, the cause will be ordered to stand over to enable the parties who object to file affidavits in support of their objections.

REAL ESTATE OF PARTNERSHIP, WHETHER CONVERTED IN EQUITY.

Steward v. Blakeney, M.R., 16 W. R. 1104.

So far as we are aware there is nothing new in this case, but it serves to illustrate the rule that real estate held as partnership property for partnership purposes (these words are material), is in equity converted into personality. It seems that, originally, the share of a deceased partner of land conveyed to the partners for the purposes of the partnership was real estate, and descended to his heir-at-law: *Thornton v. Dixon*, 3 Bro. C. C. 199. But there are two or three decisions of Lord Eldon which seem to place the law precisely on its present footing: *Townsend v. Devaynes*, 1 Mont. Partn. append. 97; *Selkrig v. Davies*, 2 Dow. 231; that is to say, that real estate vested in partners for the purposes of the partnership is to be considered as personal estate generally, and not merely personal estate for the payment of

the debts of the concern. Sir John Leach, in *Randall v. Randall*, 7 Sim. 284, speaking of *Townsend v. Devaynes*, said, "That case decides that where partners in a trade purchase land for the purposes of the trade, it shall be considered as personal estate." The same learned judge, in *Phillips v. Phillips*, 1 My. & K. 649, a case which was present to the mind of the Master of the Rolls in deciding the present case, treated freehold and copyhold public-houses as personal estate, which had been acquired by a firm of brewers for the purposes of their trade.

Since, then, there can be no doubt of the truth of the rule, that land purchased for partnership purposes becomes personal estate, and that generally, and not as assets for the payment of debts only, the question next arising is, whether the land was purchased for partnership purposes or not? For it is clear that partners may hold land, but not for the purposes of the partnership, in which case it remains real estate. This brings us to the present case. Part of the profits of a quarry, which was owned by persons in partnership, was invested in land. On the death of one of the partners, the question was whether her proportion of the land so purchased descended to her heir-at-law or vested in the administrator; in other words, was the land purchased for the purposes of the partnership or not? The Court thought not, and that her share had descended to the heir-at-law. The land had been bought as an investment, and was unconnected with the quarry; had it been adjoining land, had there been anything to show an intention of carrying on the partnership business thereon, the result would have been different. So, too, in *Randall v. Randall* (*ubi sup.*) it was held that no conversion had taken place, because it did not appear that any part of the land was purchased for the purpose of the partnership. The rule of law then is clear; but whether there has been a conversion or not must in every case depend upon the evidence, according as it shows that the property was held for purposes ancillary to the trade, or otherwise. In *Steward v. Blakeney* the land was ancillary to the trade, and not the trade to the land; it was purchased for investment, and not for trading purposes, and for that reason it remained unconverted when vested in the managing partner as trustee for the partnership, and on the death of one of the partners her share of the land descended to her heir-at-law.

COMMON LAW.

REPRESENTATION OF THE PEOPLE ACT, 1867, s. 7.

Stamper v. Churchwardens, &c., of Sunderland, C.P., 16 W. R. 1063.

This was the first decision upon the Representation of the People Act, 1867 (30 & 31 Vict. c. 102), and we noticed it (12 S. J. 781) immediately after it was decided. The question was as to the construction of section 7, and it arose thus:—The old statute, 43 Eliz., rendered occupiers of houses, &c., liable to be rated to the relief of the poor. The Small Tenements Act (13 & 14 Vict. c. 99) provided that in certain cases the owners of tenements of small value may be rated instead of the occupiers of such tenements. The Representation of the People Act, 1867, s. 7, provides that when the owner is rated at the time of the passing of the Act in respect of a dwelling house instead of the occupier, his liability to be rated to any future rate shall cease, subject to certain enactments that follow. This practically repeals the Small Tenements Act, except in the excepted cases. The 7th section then provides, *inter alia*, "when the dwelling house or tenement shall be wholly let out in apartments or lodgings, not separately rated, the owner of such dwelling-house or tenement shall be rated in respect thereof." The appellant had the exclusive occupation of a room in a house, the other rooms of which were let in the like manner to other persons. The landlord did not reside on the premises or exercise any control over the house or the lodgers. The owner of the house in question was rated instead of the occupiers at the time

of the passing of the Act. The appellant contended that he fell within the exception to the 7th section, and that he was not liable to be rated. The parish argued that he was liable, and that the words "not separately rated" were to be read as "not liable to be separately rated." The Court held that the appellant's case fell within the exception in the section, and that he was not, but the owner was, liable to be rated. It is difficult to see how the Court could have come to any other conclusion, as the words of the exception point clearly to this very state of facts. As we have already commented upon the decision, it is not now necessary to discuss the effect it will have upon the working of the new statute.

MARINE INSURANCE—ACCIDENTAL MIXTURE OF GOODS BELONGING TO DIFFERENT OWNERS.

Spence v. The Union Marine Insurance Company, O.P., 16 W. R., 1110.

This case gave rise to very learned arguments and an elaborate judgment upon the effect of an accidental mixing of the goods of different owners so that their identity is lost. The material facts of the case may be stated very shortly. Several different shippers sent cotton by a vessel from America to England. The cotton was all packed in bales and specifically marked. During the voyage the vessel was wrecked, and some of the cotton was lost. The rest was brought on to Liverpool by another ship, but when it arrived the marks on the bales were so obliterated that the different consignees could only identify a very small portion of the cotton, and for the same reason it could not be ascertained whose cotton was lost on the voyage. The consignees then claimed as for a total loss of that portion which could not be distinguished as theirs, and contended that if they could not get their goods that were shipped the goods were in effect lost, and the underwriters were liable for such loss. The underwriters contended that the effect of the obliteration of the marks upon the bales was to make all the consignees tenants in common of the cotton in the proportion that each consignee's shipment bore to the whole amount shipped. The Court decided that this was the correct view, and that the amount of each consignee's loss in respect of the cotton lost on the voyage was to be ascertained in the same way. There was, therefore, no total loss at all, but only a total loss of a part of each shipper's cotton. The point here decided was not entirely new. In *Buckly v. Gross*, 11 W. R. 464, it was held that tallow belonging to several owners which had melted into one mass became the property of the different owners as tenants in common. A similar view was taken in *Jones v. Moore*, 4 Y. & C. 351, which involved a point of somewhat the same sort. The principle of the decision in *Spence v. The Union &c. Company* is therefore not new, but it seems never to have been applied to facts similar to those upon which judgment had to be given in this case.

BANKRUPTCY ACT, 1861, s. 192—COMPOSITION DEED BETWEEN PARTNERS AND JOINT CREDITORS ONLY.

Tomlin and Others v. Dutton and Miller, Q.B., 16 W. R. 1167.

In this case the members of a firm entered into a deed under section 192 of the Bankruptcy Act, 1861, with the creditors of the firm, no notice being taken of the separate creditors of each partner. The case was argued upon demurrers, which raised two questions—first, whether such a deed was valid, whether or not there were separate creditors; and, secondly, whether, if otherwise good, the deed was not invalidated by the existence in fact of separate creditors of the different members of the firm. The Court of Queen's Bench decided both points in favour of the plaintiffs, *i.e.*, they decided that the deed was bad even without the averment that there were separate creditors, and therefore *à fortiori* it was bad if such creditors were proved to exist. The ground of the decision was that

section 192, by the word "creditors," means "all the creditors," because the effect of a deed valid under that section is to bind in the words of the Act "all the creditors." The point was not wholly new, as there had been decisions to this effect before, although not under precisely similar circumstances.

LOST PROPERTY—LARCENY.

Reg. v. Glyde, C.C.R. 16 W. R. 1174.

The prisoner in this case found a sovereign lying in a public street, and at once appropriated it with the intention of keeping it. He did not then know, nor had he any means of finding out, to whom it belonged. Shortly afterwards it came to his knowledge who was the owner of the sovereign, but he still retained it. The jury found him guilty of larceny, but upon a case stated for the consideration of the Court of Crown Cases Reserved, it was held, following *Thurborn's case* (1 Den. 387), that this was not larceny, and the conviction was therefore quashed. In *Thurborn's case* it was laid down that "If a man finds goods that have been actually lost, or are reasonably supposed by him to have been lost, and appropriates them with intent to take the entire dominion over them, really believing when he takes them that the owner cannot be found, it is not larceny," but if he reasonably believes that the owner can be found, it is larceny. This was followed in *Reg. v. Glyde*, but apparently all the members of the Court—*viz.* Cockburn, C.J., Martin and Bramwell, BB., Willes and Blackburn, JJ.—would have decided differently but for the authority of *Thurborn's case*. They all expressed a regret that the law should be as laid down in the case, but they were of opinion that they could no now overrule it. It is for the purpose of drawing attention to this expression of opinion as to the present state of the law on this point that we have noticed this case, and not because it presents any peculiar features of interest. The decision simply follows *Thurborn's case*, and nothing more.

LAWYERS RETURNED TO THE NEW PARLIAMENT.

BARRISTERS.

Berkshire	J. Walter.
"	R. Benyon.
Berwick-on-Tweed	J. Stapleton.
Bodmin	Hon. F. L. Gower.
Boston	T. Collins.
Bridgewater	A. W. Kinglake.
Bury St. Edmunds	Joseph A. Hardcastle.
Cambridge	W. Fowler.
" University	Right Hon. S. H. Walpole, Q.C.
Carmarthenshire	John Jones.
Carnarvon	W. B. Hughes.
Chatham	A. J. Otway.
Chelsea	C. W. Dilke.
Cheshire, E.	E. C. Egerton.
Chester	*H. C. Raikes.
Christchurch	E. H. Burke.
Cornwall, E.	Sir J. S. Trelawny, Bart.
Coventry	*A. S. Hill, Q.C.
Cricklade	Hon. F. Cadogan.
Denbigh	*Watkin Williams.
Devon, N.	Sir S. Northcote.
Devonport	*M. Chambers, Q.C.
Dewsbury	*Serjeant Simon.
Dover	*G. Jessel, Q.C.
Dudley	H. B. Sheridan.
Durham city	*J. R. Davison, Q.C.
Essex, South	R. W. Baker.
Exeter	*J. D. Coleridge, Q.C.
Finsbury	J. McCullagh Torrens.
Frome	*Thomas Hughes.
Gloucester	C. J. Monk.
Halifax	J. Stansfeld.
Hants, North	G. Selater-Booth.
Hastings	T. Brassey, Jun.
Hereford	G. Clive.
Herefordshire	Sir H. G. D. Croft.
Horsham	*R. H. Hurst.
Ipswich	H. E. Adair.
"	*Henry W. West, Q.C.

Kent, E.	E. L. Pemberton.
King's Lynn	*Hon. R. Bourke.
Lancashire, South-West	R. Assheton Cross.
Launceston	*Henry C. Lopes.
Leeds	*W. St. J. Wheelhouse.
Lincoln	*J. H. Palmer, Q.C.
Liskeard	Sir A. W. Buller.
London University	Right Hon. R. Lowe.
Marlyebone	*Thomas Chambers, Q.C.
"	J. H. Lewis (Irish Bar).
Montgomery	Hon. C. D. R. H. Tracy.
Montgomeryshire	C. W. W. Wynn.
Morpeth	Sir G. Grey.
Newark	E. Denison.
Newcastle-on-Tyne	Right Hon. T. E. Headlam, Q.C.
Norfolk, S.	E. Howes.
Northampton, North	Right Hon. G. W. Hunt.
Oldham	John T. Hibbert.
Oxford	Right Hon. E. Cardwell.
" University	*W. V. Harcourt, Q.C.
"	Right Hon. G. Hardy.
Peterborough	Right Hon. J. R. Mowbray.
Petersfield	G. H. Whalley.
Plymouth	W. Nicholson.
Reading	*Sir R. P. Collier, Q.C.
"	Sir F. H. Goldsmid, Bart., Q.C.
Richmond	Shaw-Lefevre.
Rochester	*Sir R. Palmer, Q.C.
Salford	*Serjeant Kingleake.
Scarborough	*W. T. Charley.
Shoreham	J. D. Dent.
Southampton	Right Hon. S. Cave.
Southwark	Right Hon. R. Gurney, Q.C.
Stroud	*John Locke, Q.C.
"	H. S. P. Winterbotham.
Surrey, Mid	S. S. Dickinson.
Sussex, East	Hon. W. Brodrick.
Taunton	J. G. Dodson.
Tiverton	*Serjeant Cox.
Tower Hamlets	Hon. G. Denman, Q.C.
Walsall	*A. S. Ayrton.
Weymouth	C. Forster.
Whitehaven	C. J. T. Hambro.
Wolverhampton	G. A. F. C. Bentinck.
Worcester city	Right Hon. C. P. Villiers.
Worcestershire, East	W. E. Laslett.
York	*R. P. Amphlett, Q.C.
"	J. Lowther.

IRELAND.

Clare County	*Sir C. M. O'Loughlin, Bart., Q.C.
Cork City	J. F. Maguire.
Dublin University	*J. T. Ball, Q.C., S.G.
Dungarvan	*H. Matthews, Q.C. (English Bar).
Kildare County	Right Hon. P. O. Cogan.
Kilkenny	Sir J. Gray.
" County	Hon. L. G. F. A. Ellis (Eng. Bar)
King's County	Sir P. O'Brien, Bart.
"	*D. Sherlock, Q.C.
Limerick	H. W. Russell.
Limerick County	E. J. Synan.
Londonderry	*R. Dowse, Q.C.
Mallow	*Serjeant Sullivan.
New Ross	*P. McMahon (English Bar).

SCOTLAND.

Aberdeenshire, East	W. D. Fordyce.
Ayrshire, North	W. Finnie (English Bar).
Ayr Burghs	E. H. J. Craufurd (English Bar).
Ayrshire, South	Sir D. Wedderburn, Bart.
Buteshire	*C. Dalrymple (English Bar).
Caithness	George Traill.
Clackmannan and Kinross	W. P. Adam (English Bar).
Elgin Burghs	W. H. Maxwell.
Kircudbrightshire	M. E. Grant-Duff (English Bar).

SOLICITORS.

Chippenham	G. Goldney.
Cork County	J. McC. Downing.
Newark	G. Hodgkinson.
Stockton	Joseph Dodds.
Sussex, East	G. B. Gregory.

Mr. G. Hadfield (Sheffield), Mr. J. L. O'Beirne (Cashel), and Mr. W. Laslett (Worcester), were formerly on the Roll of Solicitors.

The practising barristers are distinguished by an asterisk.

The *Chicago Legal Journal*, in advocating woman suffrage, claims that woman was intended to think and act as an individual, believing that otherwise the Great Father would have placed Eve in a cage and given Adam the key.

REVIEW.

The Law of Negotiable Instruments, comprising Bills of Exchange, &c., and Bills of Lading. By a BARRISTER. London: Pettitt & Co.

This pamphlet is described as one of Pettitt's "useful series" of books, but we are somewhat at a loss to know to what class of persons it can be useful. It consists of a few short chapters on negotiable instruments, and as it is furnished neither with an index nor even with a table of contents, the reader has no alternative but to examine each page to discover what information is really conveyed. We are constrained to say that the examination is not worth making. The leading principles of the law of bills are certainly to be found by those who look for them, and there is also occasionally an attempt to embody legal ideas in popular language, but the results are not happy. For example the well-known word "consideration" is translated for the benefit of the unenlightened into "*quid pro quo*," a rendering which, while it adds nothing to intelligibility, sacrifices something to accuracy. It must be added that the style of the treatise cannot be commended. The author informs us in the preface that as his production is merely a digest of larger works, the law contained in it may be depended on. Generally speaking, this statement seems to be well founded, although in some places the legal propositions laid down require qualification. The printing should also have been more carefully looked to. It is only, we presume, by accident, that the Statute of Limitations is described as having been passed in the twenty-first year of James II.

Upon the whole we cannot endorse this "handy book" with approval. But we freely admit that it is no worse, if it is no better, than many works of a similar description which have preceded it. Lord St. Leonards, who may be described as the inventor of "handy books," has indeed much to answer for. It seems so easy at first sight to compile a treatise for beginners that the task is frequently undertaken by people wholly incompetent to perform it. The truth is that in law, as well as in mathematics or classics, the only competent instructor of students ignorant of first principles is the man who has himself fathomed the deepest mysteries of the science he professes to teach.

COURTS.

COURT OF QUEEN'S BENCH.

(In Banco, before LUSH, HANSEN, and HAYES, JJ.)

Nov. 27.—*Ellis and Another, Appellants, v. Mabson, Respondent.*

House agents letting a house as agents for a principal lessor, held not liable to the lessee for damage incurred through a distress of the lessor's ground landlord.

This was an appeal from the decision of Mr. Commissioner Kerr, in the City Court. In 1867 Messrs. Ellis & Poole, house agents in the City, had certain offices to let belonging to a Mr. Longdon, and Mr. Mabson, the respondent, took them of Messrs. Ellis & Poole. After Mr. Mabson had taken possession of the premises, the ground landlord of Mr. Longdon distrained upon the goods of Mr. Mabson for rent then in arrear to him from Mr. Longdon, and for the damages so sustained by Mr. Mabson the present action was brought. The commissioner ruled that Messrs. Ellis & Poole were liable, and against this decision they now appealed.

A. L. Smith for the appellants; Philbrick for the respondent.

The COURT were unanimously of opinion that the Commissioner was wrong, and gave judgment for the appellant, with costs, Hayes, J., observing that, unless the appellants were entitled to judgment, in future all house agents would have to covenant against all future incumbrances of title.

(At Nisi Prius, before BLACKBURN, J., and a Special Jury.)
Nov. 30.—*Miles v. Stephens.*

Pollock, Q.C., Day, and Finlay, for the plaintiff; Serjeant Parry and Charles for the defendant.

This was an action for an attorney's costs incurred by the plaintiff in unsuccessfully defending two claims made against the defendant.

In November, 1864, the plaintiff joined the firm of Stowford & Cudden, of which the defendant had then for some

time been a client. An agreement had been entered into by Messrs. Stowford & Cudden to charge Mr. Stephens for costs out of pocket only in all actions brought by him concerning mercantile matters and on bills of exchange if he should not be successful. In November, 1865, the partnership was dissolved, Mr. Miles continuing to transact Mr. Stephens' business. The actions in which these costs were incurred were brought by two builders for work done by them in the construction of a private residence for Mr. Stephens. The controversy in the present action was whether this agreement, which the defendant interpreted to apply to all actions, bound Mr. Miles in his charges for the two unsuccessful defences against the builders. The defendant admitted his liability for Mr. Miles' costs out of pocket, and had paid £25 accordingly; the plaintiff claimed £90 more.

Verdict for the plaintiff.

(At Nisi Prius, before HANNEN, J. and a Special Jury.)

Dec. 1.—*King v. Woodard.*

This was an action by a watchmaker, living in the Kingsland-road, against an attorney in the city, whom he had employed to bring an action against the General Omnibus Company, for having improperly and without authority compromised an action for £200, whereas he was entitled to £3,000. It appeared that in August, 1864, the plaintiff had been knocked down by an omnibus belonging to the General Omnibus Company, and he retained the defendant, Mr. Woodard, to sue them for compensation. As there seemed to be no doubt as to their liability, the question was merely as to damages. Mr. Woodard caused the opinion of Dr. Abercrombie and Mr. Erichsen to be taken. After they had examined the plaintiff they united in an opinion thus expressed in a letter from Mr. Erichsen to Dr. Abercrombie:—

"Since we met I have thought more about Mr. King's case. The more I consider it the more convinced I am that it would not be desirable to bring it into court. I believe there are no positive symptoms of concussion of the spine, or paraplegia, or anything referable to the accident in any way. He seems well-nourished and stout, which of itself is incompatible with disease of the nervous system, and all his pains, stiffness, and difficulty in moving are referable to rheumatism, and no other cause. This may have been aggravated by the accident, but not having seen him before I cannot say. But were I against him I feel that I could break down his evidence in professional medical evidence. As it is, I could do him no good by appearing in the witness-box, and if properly cross-examined I should have to make statements injurious to his case. I should be glad if you would communicate this to the plaintiff's attorney."

Dr. Abercrombie accordingly did communicate it to Mr. Woodard, who saw the attorney for the company, and ascertained that they might perhaps give £100, and he then saw his client, the plaintiff, read him the letter, and advised him to accept that amount. There was some discussion about it, and in the result the plaintiff signed a paper in the following terms:—"I hereby request and advise you to settle this action on payment by the defendants of £100 and costs of suit." This was dated the 15th of February, and Mr. Woodard at once saw the company's attorney and got him to consent to give £130 damages and £70 for costs, and then they both signed the following:—"We consent to an order to stay all proceedings in this action on payment by the defendants to the plaintiff of £130 for damages and £70 for costs." The plaintiff meanwhile had written to Mr. Woodard in these terms:—"I think you ought to get me more than £100, for, though I signed for £100, it is too small a sum for the injuries I received." But Mr. Woodard stated he had by that time effected the settlement, and the £200 was accordingly paid to Mr. Woodard, who signed this receipt:—"Received this 20th February the sum of £200 for damages and costs." In the meantime Mr. Woodard had written to the plaintiff, telling him that he had arranged the action for that sum, and the plaintiff wrote to express dissatisfaction. Mr. Woodard had afterwards offered to pay to the plaintiff the sum received for damages, but it was refused, and in the result this action was brought, in which the complaint made by the plaintiff was that Mr. Woodard had improperly and without authority compromised the action for £200, whereas he was entitled to recover £3,000.

Huddleston, Q.C., and Pearce, for the plaintiff; *Serjt. Ballantine and Woollett* (Jelf with them) for the defendant.

HANNEN, J., in summing up, drew attention to the plain-

tiff's own letter, in which he said "I signed for £100," and contrasted it with his evidence on the present occasion. He left two questions—first, whether there was any authority to make the settlement; next, whether there was negligence; and also whether the plaintiff was entitled to more than he had recovered.

Verdict for the defendant.

COURT OF EXCHEQUER.

(At Nisi Prius, Before MARTIN, B., and a Special Jury.)

Nov. 28.—*Schmidt v. Beaumont.*

Unstamped assignment.

This was an action against the public officer of the London and County Fire Office upon a fire policy effected in 1861 by one Kochford, a printseller and frame-maker, who had afterwards sold his business to a person by whom in turn it was transferred to the plaintiff.

M. Chambers, Q.C., and Talford Salter, for the plaintiff; *Powell, Q.C., and Macnamara* for the defendant.

MARTIN, B., after the case had proceeded to some length suggested a settlement should be arrived at.

Powell said that the company were defending the case on principle, and although technical objections could be raised, the company were anxious to fight the case on its real merits, and had a great mass of evidence in support of their pleas on the record.

MARTIN, B., said that the assignment to the plaintiff was incomplete in the absence of the stamp which the law imposed on such an instrument, and that the plaintiff was not in a position to go on.

Powell said he wished it to be distinctly understood that that he did not take the objection on behalf of the company, and was willing to proceed with the cause.

MARTIN, B., replied that it was the duty of the officer of the Court to take the stamp objection, and counsel had no voice in the matter. Eventually, after some discussion, it was agreed that a juror should be withdrawn.

(Before MARTIN, B.)

Dec. 1.—*Sharpe and Son v. Hilbers.*

This was an action for libel, the plaintiffs being solicitors at Market Deeping, Lincolnshire. The defendant was formerly a surgeon in the navy. When the jury were sworn the counsel on each side expressed a wish to see his Lordship in private, with a view to a settlement.

The interview was granted, and on the return of the parties into court,

Digby Seymour, Q.C. (A. Wills with him), said the plaintiffs were willing to accept an apology, with 40s. damages.

Mr. Henry James (Serjt. Ballantine with him), for the defendant, said he had entrusted some money to the plaintiffs, to be applied in a definite manner. He had felt annoyed at their not applying it as quickly as he thought they might have done, and he indulged in some versification which he now regretted, and he expressed some apologies for what he had done, admitting that the imputations he had made upon the plaintiffs were entirely unfounded.

Martin, B., observed that he thought the defendant should undertake not to repeat such conduct again. The plaintiffs had no other course than to bring this action.

Verdict for plaintiffs for 40s.

APPOINTMENTS.

The RIGHT HON. ROBERT RICHARD WARREN, Attorney-General for Ireland, who will now become judge of the Irish Court of Probate, in succession to the Right Hon. Richard Keatinge, resigned. The right hon. gentleman is a son of the late Henry Warren, Esq., and grandson of the late Sir Robert Warren, first baronet, of Warren's Court, county Cork. He was born in 1817, and was educated at Trinity College, Dublin, where he was senior moderator, and gained the first gold medal; was called to the bar in Ireland in Trinity Term 1839, and was created a Queen's Counsel there in May 1858. In 1865 he was elected a bencher of King's Inns, Dublin, and was appointed Solicitor-General for Ireland in March, 1867, being promoted to Attorney-General in the month of October following, he was added to the Privy Council of Ireland. He was elected M.P. for the University of Dublin in August, 1867.

Mr. ROBERT ASHTON, of Wigan, Lancashire, has been ap-

pointed a Commissioner for administering Oaths in Common Law for the counties of Lancaster, Chester, York, and Staffordshire, the cities of Chester, York, and Lichfield, the town of Kingston-upon-Hull, and counties of the same cities and town.

GENERAL CORRESPONDENCE.

Sir,—Could any of your readers kindly inform me whether there is any class in existence for law students who, like myself, are anxious to get a better knowledge of the law, but yet being only ordinary clerks cannot afford to do so but at a small outlay.

J. W. K.

26, Chancery-lane, Nov. 21, 1868.

SUGGESTIONS ADDRESSED TO THE JUDICATURE COMMISSION.

The following Further Suggestions have been addressed to the Judicature Commission of Solicitors practising in Liverpool:—

LIVERPOOL, 23rd Nov., 1868.

Further suggestions by the undersigned solicitors practising in Liverpool, respectfully submitted for the consideration of the Royal Judicature Commission.

1. We beg to submit the following as what we consider an eligible mode of carrying out some of the suggestions in our paper of the 4th May, 1868, at the same time premising that all such suggestions as to matters of detail are submitted as one mode of carrying out a general design which might probably be carried out in other ways, and as to which any mode that can be suggested must necessarily be open to numerous improvements and corrections when it comes to be submitted to extensive criticism, and still more when it comes to be applied in practice.

Inferior Officers of the Court.

2. We conceive that the present division of duties of the subordinate officers of the Court amongst various classes of officers, each of which classes is devoted solely to its own duties and is perfectly independent of the officers in any other department, is undesirable. It is obvious that whereas writs of summons are now issued by three sets of officers belonging to the three superior courts of common law, considerable saving would result from having all the writs issued by an amalgamated court, and therefore by one set of officials. But it is submitted that it is no less clear that the duties now performed by different sets of officers in the same court might be amalgamated with equal advantage. Some of the officers, such as the chief clerks of the chancery judges, are overworked, others have scarcely more than half their time fully occupied, others again have duties which are habitually discharged by deputy, and (what is not less important) officers intrusted with one important department of practice, having no experience out of their own particular line, are forced to adhere to certain stereotyped rules. As an example of this we cite the taxation of costs in chancery, which is entrusted to a special set of officers devoted to that branch alone, who are consequently not merely ignorant of the circumstances of the particular suit they are dealing with, but since their acquaintance with the general practice of suits dates from the time of their first appointment, have probably only antiquated ideas of general practice, and have in fact since their appointment been losing instead of gaining in practical power of dealing with the matters submitted to them. It would be a manifest improvement if the same persons who discharge the duties of chief clerks in chancery, were also to discharge the duties of taxing masters. The taxing masters in chancery moreover being solicitors have the advantage of a previous acquaintance with the subject matter they have to deal with, whilst the masters of the common law courts being usually barristers must of necessity acquire their only knowledge of that part of their duties, which consists in the taxation of costs, after their appointment.

3. Our suggestion on this head therefore is that all the subordinate officers of the Supreme Court should form one class or department, to be called by any convenient name, say, for example, registrars, with such differences of rank and seniority (such as chief and assistant, senior or junior registrars) as might by experience be found desirable, and with such staffs of clerks as might be required. To these

officers and their clerks, by whatever name called, we would recommend that the duties discharged by the following officers of the present courts should be entrusted, viz.:—registrars, chief clerks, taxing masters, examiners, record and writ clerks, judges' secretaries, and all other subordinate officers of the Court of Chancery, except the accountant-general and his subordinates, also masters, writ clerks, and all other subordinate officers of the courts of common law, also associates, clerks of assize, clerks of arraigns, and marshals and all other circuit officers, and also (except so far as their duties involve mere personal attendance on the judges) clerks of the common law judges.

4. It would incur these suggestions too much if we were to attempt to enter into the details of all the duties of all the officers above referred to. If the soundness of our opinion should be doubted, we request to be allowed an opportunity of producing evidence before the Commission in support of the views we advocate. At present one example of the result of the present system may suffice.

As appears by a return printed by order of the House of Commons, the clerks of the common law judges of the three superior courts received, in the year 1865-6, no less a sum than £16,774, and this enormously large sum will be increased by the late additional appointments.

The judges' clerks are usually, we believe, the same persons who were clerks to the individual judges to whom they are attached when such judges were practising at the bar, and they hold their offices only during the tenure of office of the judge to whom they are attached.

If the duties of judges' clerks are mainly ministerial, and require little knowledge and experience to discharge, £16,774 is too much to pay for them. If, on the contrary, they are onerous and responsible, a worse system of appointing the officers to discharge them can scarcely be conceived.

If the system be defended on the ground that it is necessary to pension the old clerks of barristers promoted to the judicial bench; and if it be conceded that that should be done by the country and not by their employers, the only remark is that it could be done at a cheaper rate. At present the old experienced judge's clerk may be turned adrift by the death or resignation of his employer, therefore the system is inefficient as a system of pensioning; and the place of the retired officer is taken by one utterly inexperienced in the duties of the office, therefore it is inefficient as a system, the object of which is the performance of the practical duties attached to it.

We cite the case of the judges' clerks mainly as an example of the vices into which a system inevitably runs which confines a special class of officers to one limited range of duties.

5. The amalgamation of all these offices would produce a department of vast and varied duties, but such an amalgamation, if carried out with caution, would, we believe, be productive, not only of large ultimate saving and great simplification and improvement of practice, but would cause no material present inconvenience.

We are aware that there are advantages in one officer being attached to a particular judge, as is the case with the present chief clerks of the chancery judges, and there are also advantages in all business of a certain description, from whatever court, coming before the same set of officers, such as the registrars in chancery, so as to secure uniformity of practice; but both advantages might be realized in a department such as we suggest, as the actual division of labour must be regulated by experience. In the commencement of such an institution it would be prudent to proceed cautiously. Of course the officers with merely ministerial duties, requiring no professional knowledge, might be easily dealt with; all such, with due regard to vested interests, being placed in the class of registrars' clerks, and the simplification and amalgamation of their duties would either enable a reduction in their numbers to be made, or permit a considerable surplus force to be devoted to other duties for which they might be competent. The desirability of amalgamating the duties of chief clerks and taxing masters in chancery will probably be at once recognized, and the duties of the present registrars in chancery might be discharged, if found desirable to keep them separate, by a selected number of the same class of officers. It is one thing to have the duties of a particular office confined to those who have experience in that department, and quite another thing to limit the officers rigidly to such department, and deprive the public of the benefit

of their spare time, and themselves of the benefit of a somewhat more varied experience. The same principles might readily be carried out in the case of others of what are now separate departments, amalgamating them at once when the case for amalgamation was clear, but where there was a doubt keeping them separate for the time, whilst reserving the power of future amalgamation. By this course none of the advantages of the present system need be lost.

Superintendence.

6. The superintendence and arrangement of so large a set of officials with such varied duties will it is submitted require some special provision. The control of their own officers and the division and arrangement of their duties would naturally rest with the judges themselves, but the experience of judges not having lain in the department of the practical working of public offices it is suggested that a central board might with advantage be constituted, to be composed of a judge, a registrar, a barrister, and an attorney, whose decisions and orders might be subject to revision either by the whole body or a committee of the judges, and who should have the control of the arrangements for the division of the business. Such a board would be useful not merely to arrange the duties of the various officers in the commencement, but to watch the progress of business, to procure returns and statistics, and where improvements could be effected, to suggest and carry out the same. Any one who has had much experience in dealing with officials will readily feel what benefit might be derived from the existence of a board competent to receive and deal with complaints either of individual misconduct or of the defective working of the system.

District Registries

7. We would again respectfully but very strongly urge upon the commission the necessity for the establishment of district registries especially in the large centres of business, such as Liverpool, Manchester, Birmingham, Leeds, Newcastle-on-Tyne, Bristol, &c.

We are strongly convinced that the appointment of competent district registrars would greatly facilitate the conduct and diminish the cost of legal business throughout the country as well as tend greatly to the relief of business in London.

We suggest that the district registrars should as to causes initiated in the district registry, and not removed, fulfil all the duties discharged by the London registrars, including issuing writs, filing proceedings, drawing decrees, hearing summonses, taking accounts, taking examinations of witnesses, taxing costs, and in all interlocutory proceedings. If thought desirable for the greater convenience of reference records might after a fixed interval be moved to London.

8. District registries should we think be formed in every assize town also in every town where there is already a district court of bankruptcy, a district registry of the Court of Probate or a local court of record. Experience might of course modify this arrangement, but we believe the result of experience would lead rather to an extension than to a limitation of the number of district registries. And we feel assured that such district registries would be self-supporting.

Trials and Hearings.

9. Such part of the business in district registries as now goes to the assizes would continue to be transacted very much as at present, with the exception of the interlocutory proceedings going on in the country; the trial would be at the assizes, and any appeal on matters of law would go to London.

10. With regard to the country business which at present goes to courts of equity or rather such part of it as would not on the removal of the present artificial distinction naturally classify itself with the *nisi prius* business, the case would be different. In cases where the hearing would be before the Court without the examination of witnesses, it would possibly sometimes be cheaper and better to have the hearing in London for the sake of the advantage of London counsel, and a Court constantly sitting, but that is a point that might be safely left to settle itself. If practitioners were allowed the choice of a hearing in the country or in town, the course of business would rapidly show which was preferable. When an equitable cause had to be dealt with by the examination of witnesses in court it would naturally be taken in the country as *nisi prius* cases are at present.

Trials of Actions of Small Amount.

11. If our suggestion of the abolition of local courts of record, and of the limitation of the exclusive jurisdiction of the county courts, be adopted, it will be found necessary, as submitted in the 20th paragraph of our former suggestions, to make some provision for the trial of small cases before an inferior officer. The practice as to writs of trial affords a precedent for the course we propose. We think the limit of £50 should embrace the actions which should carry costs only on a reduced scale, and which should not be triable at the assizes. In order to do no injustice to the county courts, and fairly to test the question of the county court practice against the practice of the superior courts, the county court jurisdiction up to £50 might be retained, but the exclusive jurisdiction, or what amounts to the same thing the jurisdiction within which costs are refused to the litigant in the superior courts, should be limited to £10, or at most to £20.

In actions sounding in damages, we believe, the Court should in all cases have a large discretionary power as to costs.

12. The trials of actions of £50 and under, except where otherwise directed by special order, we would propose to entrust to a subordinate class of judges who might be either the present county court judges, or the senior registrars.

A. T. SQUAREY.	J. OLIVER JONES (Richardson, O. Jones, & Billson).
JOHN YATES (Yates & Martin).	GEO. B. CARTER.
E. HARVEY (Harvey, Jevons, & Ryley).	R. STEINFORTH.
WILLIAM A. JEVONS (Harvey, Jevons, & Ryley).	W. HY. ANTHONY.
JAMES THORNELEY (Lowndes, Thorneley, & Archer).	W. BARRELL.
GEORGE NORRIS (Norris & Sons).	W. H. PINFIELD.
T. MARTIN (T. & T. Martin).	MAURICE J. HORE.
GEO. R. ROGERSON (Peacock, Rogerson, & Cooper).	ROBERT J. JONES.
R. NORRIS (Norris & Sons).	WILLIAM CARRUTHERS (Toulmin & Carruthers).
D. C. C. FRENCH.	W. FRANCIS (Francis & Almond).
W. MORRIS.	WM. CROPPER.
RICHARD TEEBAY (Teebay & Lynch).	FRAS. H. MASTERS.
A. SIMPSON SAMUELL.	SAM. P. BRABNER.
JOHN LYNCH (Teebay & Lynch).	WILL. FOSTER (Foster & Son).
THOMAS C. RYLEY (Harvey, Jevons, & Ryley).	JAMES ROWE (Holt & Rowe).
J. P. HARRIS.	GEO. MARON.
ALLAN S. CLARE (W. & A. Clare).	H. W. COLLINS (Anderson & Collins).
F. CECIL BOULT (Avison, Boulton, & Maples).	HENRY JENKINS (Jenkins & Rae).
T. E. PAGET.	GEO. RAE (Jenkins & Rae).
J. E. GRAY HILL (Duncan, Squarey, & Co.).	WILL. WAREING.
CHRISTOPHER MORRIS (Bateson, Robinson, & Morris).	JOHN QUINN (J. & H. Quinn).
	HUGH QUINN (J. & H. Quinn).
	JAS. BANNER NEWTON (Laco & Co.).
	JOSEPH BRADLEY.

IRELAND.

The Attorney-General has made the following appointments consequent on the retirement of Mr. Major, Q.C., for many years Crown Prosecutor on the North-West Circuit:—Mr. William Carlisle Henderson, Q.C., Crown Prosecutor for county Tyrone; Mr. Delap McGusty for Donegal; M. Dominick McCausland, Q.C., for the county Fermanagh; Mr. G. V. Hart for Londonderry.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

IOWA SUPREME COURT.

Attorney must prove retainer or recognition to recover fees.—

A son brought a replevin suit, in his own right, for a horse, executing a bond upon which his mother was surety. The case was appealed to the District Court, and an attorney was there employed by the son to assist in the trial. Judgment being there rendered against the plaintiff and his mother as surety on the bond, he employed the attorney to

commence a suit in equity, in his own and his mother's name, to restrain the collection of the judgment, in which plaintiffs failed; whereupon they appealed to the Supreme Court. But it did not appear, nor was it claimed, that the attorney rendered any services on this appeal; nor did it appear that he had ever seen the mother, or that she had ever authorized him to act for her, or recognized him as her attorney in any stage of the proceedings. Held, that she was not liable to him for services rendered in the suits.—*Turner v. Myers* (23 Iowa Rep.)—*New York Daily Transcript*.

Bond—For indemnity—Right of action—Payment by note.—The obligee in an indemnity bond conditioned to save him harmless from any damages, cannot maintain an action thereon until he has, by the payment of a judgment against him, been damaged. But it seems, if the bond is conditioned to save him from all liability, that he might maintain an action without paying the judgment. Payment of the judgment in the first class of cases may be made otherwise than in money: it may be made in the note of the obligee, and thereupon he or his assignee may maintain an action upon the bond.—*Wilson v. Smith* (23 Iowa Rep.)—*New York Daily Transcript*.

MASSACHUSETTS.

Nuisance.—An action was brought for a nuisance to a dwelling-house, by smells, smoke, and machinery. The damage sustained in her estate by the plaintiff was common to all others in the vicinity. Held, that this fact was no bar to her recovery. The principle, that special damage must be shown to give a private action for a public nuisance applies to disturbances of a public right, e.g., a highway or a common watering place.—*Wesson v. Washburn Iron Company* (13 Allen)—*New York Daily Transcript*.

Measure of Damages—Common Carrier.—If a common carrier unreasonably delays to transport and deliver goods intrusted to him for carriage, and their market value falls meanwhile, the measure of damages in an action against him is the difference between their market value at the time when and place where they ought to have been delivered, and their market value at that place on the day when they are delivered, although there is no contract to deliver them within any certain time, and the goods are not intended to be used for any special purpose at any certain time, and the carrier finally delivers them in the same condition as when they were received by him.—*Cutting v. Grand Trunk Railway Company* (13 Allen)—*New York Daily Transcript*.

SUPREME COURT OF TENNESSEE.

To constitute the crime of bigamy there must be a valid marriage subsisting at the time of the second marriage. A marriage between slaves was, in legal contemplation, absolutely void; but if the parties, after their manumission, continued to cohabit together as husband and wife, it was a legal assent and ratification of the marriage; and if while such marriage exists, one of the parties marries another it is bigamy.—*McReynolds v. The State*.—*American Law Register*.

OBITUARY.

M. BERRYER.

In Lord Brougham we lost a lawyer and politician who connected England of the present day with the England of Chatham and of Queen Caroline. In M. Berryer France has lost a lawyer and politician who linked the France of to-day to the France of Bonaparte and of the Hundred Days. M. Berryer died at Paris, on Sunday morning, in the 78th year of his age.

Pierre Antoine Berryer was born in Paris on the 4th of January, 1790. His father, who lived to see his son at the height of his fame, was himself an advocate in large practice at the French Bar. Berryer, therefore, had what we should call an excellent start in his profession. A story is related in the *Souvenirs de M. Berryer* père of Pierre Antoine Berryer's presence, when a child of little more than two years' old, at the Court of Assize at Blois, where his father, whom the troubles of the Revolution had driven from Paris, was pleading against the *Defenseur Officiel*, and of his childlike impatience at the tedious speech of his father's opponent. Whether this anecdote be true or not, this, at least, is true: that forty years later Berryer *filis* was arraigned before the same Assize Court of Blois, pleaded his own cause and ob-

tained his own acquittal. Berryer was placed by his father at Jouilly, a sort of Balliol among French colleges, where, it is said, his exceptional talents at once displayed themselves. He would not always be industrious, however, if he did not like the task, and his capricious fits of idleness were many. He married at twenty-one, and was launched into his profession during the latter days of the Empire, when Bonaparte's successes, however, were still at their height. As a very young man, he seems to have been, if not a Bonapartist, at any rate a sharer in the enthusiasm of that day. When Louis XVIII., however, came in Berryer appeared as a staunch Loyalist, and throughout his career he was a consistent Legitimist. When Bonaparte returned from Elba in 1815 Berryer joined the volunteers in support of the Royal cause. But he was no blind follower of a cause, and threw all his great energy into the defence of Marshal Ney and others of Napoleon's generals, to which probably, and to some of his writings published about this time, is attributable an estrangement which took place between Berryer and the bulk of the Royalist party. He appeared for the first time in the French Parliament in 1830, as member for the electoral college of Puy, and at once took a foremost position in the ranks of the Government party of the day. To qualify himself for election he had purchased an estate at Angerville, and his candidature seems to have been consequent on the solicitations of Polignac, then at the head of affairs. Though a supporter of the Government, however, Berryer was still as ever very independent, and refused to fetter himself by accepting a portfolio under Polignac. His parliamentary life must have cost him a large portion of his earnings as an advocate, since at the time of his candidature he was immersed in heavy business, and six years afterwards, while still the leader of the Legitimists in the Chamber, we find his Angerville estate put up for sale, in consequence of which a subscription was with some difficulty raised by several Legitimists, Berryer's friend, Chateaubriand, among them, and the necessity for this sale was obviated. Meanwhile, after the revolution of the 28th of July, which finally dismissed the Bourbon dynasty, he still maintained his efforts for the Legitimist cause; but when the Duchess de Berri, too impatient to wait, appeared in arms in La Vendée, Berryer was deputed by the chiefs of the party to attempt to persuade her from prosecuting a rash and premature attempt, which could only ruin the cause it was intended to establish. Berryer travelled to La Vendée, his being retained in a cause at Vannes, affording him a pretext for a journey, had an interview with the Duchess, but failed in persuading her to abandon her attempt. While on his way back he was arrested on a charge of conspiring to arouse a civil war. This was in 1832, and after several months' detention he obtained his own acquittal. As the cause of the Bourbons became more hopeless, the career of Berryer ceased to be marked by episodes so extraordinary, becoming that of the successful advocate, and the politician of Legitimist principles, and unwonted independence. In 1840 he pronounced his celebrated defence of the present Emperor, who was shortly afterwards condemned to perpetual imprisonment in the fortress of Ham, and in 1863 occurred his equally celebrated defence of Montalembert. The last event for which we remember M. Berryer in England is the dinner at which he was entertained in the Inner Temple Hall a few years ago.

As an advocate M. Berryer possessed all the concentration and the power of quickly fathoming and grasping complicated details, by which some of the eminent of our own Bar leaders have distinguished themselves. But it was the passion of his fervid and imperious eloquence which marked him. French law is not so much as the law of England a subject for deep study, and as an advocate Berryer more nearly resembles Erskine than any English lawyer now living. In his indomitable energy he resembled Brougham. With his immense eloquence, his untiring energy, and his disposition to an active political life, he would, had he been an Englishman, have undoubtedly attained the Bench, if not the highest legal honour our Sovereign can bestow. In France this career was not open to him, the judges being a profession distinct from the advocates; and it is probable that Berryer made a better French advocate than he would have made an English judge. His most celebrated cases of advocacy were the defences of Ney (in which he was associated with his father), Cambronne, Debelle, and other generals, and of Louis Napoleon and Montalembert; and of civil business, the Verac and Ouvrard cases and the claim made on the French Government by the United States in 1834.

As a politician he was a consistent Legitimist; he also supported trial by jury, liberty of the press, and the hereditary peerage. He continued his attendance in the Chamber to the very last. His wife died in 1842. He leaves one son.

SOCIETIES AND INSTITUTIONS.

THE SOCIETY OF THE ATTORNEYS AND SOLICITORS OF IRELAND.

The half-yearly meeting of the members of this society was held on the 26th ult. in the Solicitors' Hall, Four Courts. Sir R. J. T. Orphen, President of the Society.

Mr. John H. Goddard, Secretary, read the advertisement convening the meeting, and then proceeded to read the half-yearly report, which referred, among other topics, to the dissatisfaction caused amongst the members of their profession by the clause in the Reform Bill ordering that electioneering agents should not vote. A meeting was held and a petition presented against the clause by Mr. Pim, M.P., but it was passed. The same clause, however, was in the English bill. The report also adverted at some length to the examination of law students, and the importance of encouraging the *Irish Law Times and Solicitors' Journal*.

Mr. GEORGE D. FOTTELL moved the adoption of the report, and Mr. A. D. KENNEDY seconded the resolution, which was carried unanimously.

Mr. SHANNON moved, "That we are of opinion that the present system of electing the thirty-one members of the Council of the Law Society is not satisfactory, as in practice it continues the same individuals from year to year, and we are of opinion that each vote should be limited to twenty-one members of the outgoing council, with ten members of the Law Society, so that the incoming council shall consist of the twenty-one members of the old council having the highest number of votes, with ten new members, not of the council, having the highest number of votes, the consequential alteration to be made in the rules of the society;" of which he had given notice. At present the entire thirty-one members of the council went out, and were eligible to be re-elected immediately. As a matter of fact the same individuals were annually returned. There was no use any longer attempting to establish as a governing body an oligarchy. They now wanted to enable younger and more energetic members to come in. He asked the members of the council to allow coadjutors to be let in amongst them. The senior members of the council had nothing to fear from his resolution, but by passing it they would excite an amount of sympathy and support from the profession at large which they never yet obtained, and which they were sorely in need of.

Mr. J. W. FOLEY seconded the resolution.

Mr. LARKIN proposed the following amendment:—

"That we believe that the present system of electing the council is the most liberal that could be devised, as it leaves it open to every member of the society to propose whom he pleases to form the council for the ensuing year without any reference whatever to the minutes of the present or outgoing council, and that the present election is less likely to lead to the establishment of a stereotyped council than that proposed by Mr. Shannon, by which twenty members of the old council must be retained, and we, therefore, think it wiser, and more for the interest of our profession and of the society, to adhere to our present system of election." What Mr. Shannon proposed to do would have exactly a contrary effect to what he intended. By his proposal ten members of the council might be removed, yet by the plan he (Mr. Larkin) proposed every member of the council might be removed. Under Mr. Shannon's proposal twenty of the members of the council must remain.

Mr. FREDERICK SUTTON seconded the amendment.

Mr. CROXHELM supported the motion of Mr. Shannon.

Mr. W. K. CLAY, senior, said he thought it ought to be open to every member of this society to aspire to the position of a seat on the council.

A division was taken, and the amendment was declared adopted by a very large majority.

The proceedings terminated with a vote of thanks to the chairman.

SOLICITORS' BENEVOLENT ASSOCIATION.

At the monthly meeting of the board of directors held at the Law Institution, on Wednesday, December 2nd, 1868,

present, Messrs. Harrison, Hedger, Kennedy, Monckton, Rickman, and S. Smith, amongst other business transacted, nominations were received for a vacancy at the board. An anniversary festival was appointed to take place in June next, and a further donation of £50 was granted to the widow of a member.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting on Tuesday of this society, Mr. Austin in the chair, the question for discussion was—"The proprietor of a newspaper has paid damages recovered against him in an action at law, brought for a libellous article published in such paper without his knowledge. Is he entitled to compensation from the editor, through whose fault the libel was published, and who had agreed to edit and conduct the paper in a proper manner? The debate was opened in the negative by Mr. J. J. Amos, but decided in the affirmative by a majority of one. Thirty members were present, and Mr. T. P. Jones was elected. A motion by Mr. Byrne to alter the regulations of the society in balloting for members was negatived.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Michaelmas Term, 1868.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

JOHN ROBERTS, who served his clerkship to Messrs. Powell & Roberts, of Carnarvon; and Messrs. Bloxam, Ellison, & Bloxam, of London.

JAMES MARSH, who served his clerkship to Messrs. Coppock & Hyde, of Stockport.

JOHN WILLIAM BROUGHALL, who served his clerkship to Mr. John Broughall, of Shrewsbury; Messrs. Pownall, Son Cross, & Knott, of London.

AUSTIN JOSEPH KING, who served his clerkship to Messrs. Stone, Chamberlayne, & King, of Bath.

WILLIAM LAURENCE CHEW, who served his clerkship to Mr. Thomas Heath Chew, of Manchester.

WALTER STENNETT PRICHARD, who served his clerkship to Messrs. Prichard & Collette, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—
To Mr. Roberts, the prize of the Honorable Society of Clifford's-inn.

To Mr. Marsh, the prize of the Honorable Society of Clement's-inn.

To Mr. Broughall, Mr. King, Mr. Chew, and Mr. Prichard, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

JOHN ASHBIDGE, who served his clerkship to Mr. Samuel Prentice, of London.

WILLIAM GOLD BUCHANAN, who served his clerkship to Mr. Thomas Gold Edwards, of Denbigh; and Messrs. Cookson, Wainwright, Pennington, & Wainwright, of London.

The council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidates, whose names are placed in alphabetical order, that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of twenty-six.

THOMAS HENRY HIGNETT, who served his clerkship to Mr. John Hawley Edwards, of Shrewsbury.

GEORGE JOSEPH SIMPSON, who served his clerkship to Messrs. Helps, of Gloucester.

The examiners also reported to the council that there was no candidate from Liverpool or Preston in the year 1868 who was, in their opinion, entitled to honorary distinction.

The council have, therefore, withheld the gold medals founded by Mr. Timpron Martin for Liverpool students, and Mr. John Atkinson for Liverpool or Preston students.

The examiners also reported that there was no candidate from Birmingham in the same year who was in their opinion entitled to honorary distinction.

The Council have accordingly communicated this report to the Liverpool and Birmingham Law Societies.

The number of candidates examined in this term was 113; of these 86 passed, and 27 were postponed.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

Sittings after Michaelmas Term, 1869.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.—1867.

Scottish Union Insurance Co. Lunatic Asylum (M.—Aug 19)
Steele (W.—April 27)
Forbes v Steven, Mackenzie v Forbes, Forbes v Bowman (W.—June 15)
Bovill v Smith (W.—Nov 25) 1868.
Horsley v Cox (R.—Jan 29)
Attorney-General v The Ely, Haddenham & Sutton Rail. Co. (R June 16)
Thomas v Nokes (R.—July 1)
Turquand v Marshall (R.—July 17)
Bell v Blyth (R.—July 24)
Turquand v Marshall (R.—Aug 1)
Downs v Herne Bay, Hampton, and Reculver Fishery Co (S.—Aug 8)
Attorney-General v Committee of Visitors of Colney Hatch Breckon v Russell (M.—Oct. 2)

Before the MASTER OF THE ROLLS.

Causes, &c.

Hardwick v Wright. f c
Boyd v Petrie. c
Barnard v Ford. c
Earl Beauchamp v Winn. c w (8 Dec.)
Greenwood v Smith. m d
Cooper v Hoar. c, w
Lockett v Cary. c, w
Meryett v Martin. m d
Margrave v Harries. m d
Watson v The North-Eastern Rail. Co. c w (4 Dec.)
The Hope Mutual Life Assurance and Honesty Guarantee Society v Edwards. c (4 Dec.)
Earl Beauchamp v Winn. c, w (8 Dec.)
Cooper v Hoar. m d
Peirce v The Watford & Rickmansworth Rail. Co. f c
Cooper v Cooper. m d, & w
Heymann v The European Central Rail. Co. m d (7 Dec)
Sweeney v Smith. c
Long v Iggulden. m d
Carrick v Ford. c
Eagles v Springett. m d
Branker v Carne. f c
The Masters, &c., of Tallow Chandlers' Co. v The Great Eastern Rail. Co. m d
Morris v Jevons. f c (9 Dec.)
Wright v Larken. c
Firman v Wood. f c
Cadbury v Smith. m d
The Metropolitan & Provincial Bank (Limited) v Walford m d
Transferred from VICE-CHANCELLOR MALINS' Book of Causes.
Mitchell v The Great Eastern Rail. Co. c
Stevens v Bowen. c
Crickmore v Freestone. m d
Williamson v Bateman. m d
Wimble v Miller. m d
Wright v The Seed Crushing Trial Co. (Limited). m d
Tricks v Hobbs. m d
Blest v Asslin. c, w
Johnson v Lander. m d
Dear v The Clarence Hotel Co. Dover, (Limited). c
Clarkson v The Great Eastern Rail. Co. m d
The Metropolitan Bank (Limited) v Nott. m d
Crossley v Dixon. c
Rabbitts v Wormald. m d
Bull v The Ventnor Harbour Co. m d
Drax v The Somerset and Dorset Rail. Co. m d
Bigge v Darnell. c
Earl of Romney v Sevenoaks, Maidstone and Tunbridge Rail. Co. m d
Harrington v The Millwall Iron Works, Shipbuilding, & Graving Docks Co. (Limited). m d, w
Wyburn v Webber. m d
Paton v Webber. m d
Bass v Dawber. m d
Flight v Finch. m d
Roberts v The Great Eastern Rail. Co. m d
Peters v Elliott. c, w
Thorncroft v Wells. c, w
Gale v Stansfeld. m d
Sykes v Marsland. m d
Davies v Sear. m d
Heath v The Metropolitan Rail. Co. m d
Rivolta v The Metropolitan Rail. Co. c
Stoughton v The Great Eastern Rail. Co. c
Knowles v Clarke. m d
Edwards v Smith. c
Eladale v Whateley. m d
Hughes v Whitworth. m d
Rudall v Martin. c
Collins v Collins. m d

The Ecclesiastical Commissioners for England v Marshall. m d
Rankin v The Hop and Malt Exchange and Warehouse Co. (Limited). c
Newbery v The Commissioners of Her Majesty's Works and Public Buildings. m d
Villiers v Dierden. m d
Thwaites v Thwaites. m d
Simpson v Ring. m d
Swan v Oliver. m d
Speary v Speary. c
Middleton v The Great Eastern Rail. Co. m d
End of Transfer.

Before the Vice-Chancellor SIR JOHN STUART.

Causes.

Mortiboy v Cotterill. ex to an
Martin v Powning. pl of def
Burdick v Garrick. ex to an
Ekin v Hamilton. f c
Dear v Beckwith. m d
Beadel v Perry. m d
Pascoe v Nicholls. m d
Holland v Gregory. c, w
Marshall v Gilliard. c, w
Prosser v Jenkins. c, w, pt hd
Attorney-General v Stroud. c
Beattie v Lord Ebury. m d, w
Whitney v Smith. c, w
Crowther v Crowther. f c
Impey v Mayne. m d pt hd
Malcolm v The Dock Co. of Kingston-upon-Hull. f c
Waterson v French. c
Bentley v Great Eastern Rail. Co. m d
James v James. c, w
James v James. c
Duncan v Pond. f c
Harman v Charsley. app from County Court of Buckinghamshire.
De Nicols v Abels. m d
Gordon v Gordon. f c & s
O'Malley v Blease. m d
Crow v Pettengill. c & s
Allan v Cooke. c & s
Rudd v Aislabie. f c
Elford v Whitehead. f c
Lamprell v Mortlock. c, w
Barrett v The Metropolitan Rail. Co. m d
Williams v Higgins. f c
Fox v Amherst, Conyers v Harvey, Fox v Neville, Fox v Fox. f c
Wilmsbush v Peirless. f c
Woodhouse v. Woodhouse m d
Loton v Norris. f c
Langley v Bates. m d
Coggan v Whitley. m d
Ackers v Ackers. f c & s
The Tamar Coal, Manure & General Mercantile Co. v Humphreys. m d
Scard v Marshall. c
Evans v Lloyd. m d
Cane v James. c
Dear v Verity. c
Wolff v Vanderzæe. c
Cook v Addison. m d
Burd v Burd. sub f c
Ellis v Webb. m d
Rowe v Langley. f c
Lowe v Liddell. c
Astley v Thorneloe. f c
Symonds v Gray. f c
Norbury v Johnson. f c
Richardson v Broomhead. m d
Statuly v Kepp. f c
Clark v Wilson. f c
Walker v Cole. m d
Wriford v Glabb. f c
Wriford v Wriford. f c
Eversley v Crutwell. m d
Lambe v Lambert. m d
Harrison v Rogers. m d
Matveiff v De Vecchy. m d

Before the Vice-Chancellor SIR RICHARD MALINS.

Causes, &c.

The Mayor, &c., of the City of London v Southgate. dem
Johnson v Hodgson. c, w
International Bank (Limited) v Gladstone. m d
Tyler v Bricknell. m d
Cox v Smith. m d pt hd (2nd cause day)
Burbey v Perrin. m d
Inchbald v Robinson. c (9 Dec.)
Salt v The Hereford, Hay and Brecon Rail. Co. m d
Paton v Cladish. m d
Justice v Payne. m d
Rivolta v The Metropolitan Ry Co. c
Marriott v Abell. f c pt hd
Parker v Watson. c
Kent v Wickens. m d
Pinsent v The Vestry of the Parish of Kingsteinton. m d
Watson v Newstead. m d
Turner v Clowes. c, w
Bryden v Willett. m d
Dixon v Holden. m d
Hunt v Tween. m d
Symes v The Cambrian Rail. Co. c
Dickinson v Barclay. m d pt hd
Marks v Marks. c
Taylor v Dowlen. m d
Bates v Gaylor. m d
Celes v Morris. m d
Bastard v Paige. sp c
Wright v Larmuth. f c & s
Perrin v Burbey. m d & s
Moore v Brown. sp c
Anson v Towgood. f c & s pt hd
The London and North-Western Rail. Co. v The Metropolitan Railway Carriage & Wagon Co. (Limited). m d
Reeve v Whitmore, Martin v Whitmore. f c & s to vary cert (Dec 7)
Mann v Grylls. m d
Bulmer v Hunter. c
Goodford v The Stonehouse & Nailsworth Rail. Co. m d
Daws v Rowland. m d pt hd
Page v Wisden. m d, plaintiff to be cross-examined.
Banks v Williamson. m d
Appleton v Rowley. f c
Main v Fleming. m d
Nichols v Somerville. m d
Penny v Penny. m d
Morgan v Thomas. m d
Narraway v Beattie. m d
Gough v Ety. m d
Landon v Judge. m d
Aylward v Dedman. f c

Hodgkinson v Wooliscroft. m d
 m d
 Agra Bank v Symons. m d
 Ponsford v Widnell. m d
 Cutler v Savill. m d
 Pattenson v Sutton. m d
 Deakin v Spittle. f c
 Guedalla v Baring. m d (1st cause day)
 Chapman v. Hodgkin. m d
 Alston v Orme. f c
 Roy v Skilbeck. f c
 Cating v The Great Northern Rail. Co. m d
 Braddon v Kelly, Braddon v. Gaeritiro. subsequent f c
 Best v Minns. c
 Skirrow v Skirrow. f c
 Agra Bank, (Limited) v The Queensland Sheep Investment Co. lim c
 Crossley v Dorning. lim c
 Green v Taylor. m d
 Inghald v Barrington. c
 Wrench v Wynne. f c
 Denney v Wenn. m d
 Wadsworth v Johnson. m d
 Inglis v Cave. c
 Phillips v Higgon. m d
 Hill v Roys. m d
 Cahill v Moreton. c
 Marling v The Stonehouse and Nailsworth Rail Co. m d
 Langton v Garniss. m d
 Jacobs v Crick. m d
 Britan v Smallpiece. c
 Shaw v Wilson. f c
 Pronje v Matthews. m d
 Gardner v Durrant. c
 Robinson v Hardwick. f c
 Smith v Smith. f c
 Lewis v Matthews. f c
 Stonelake v Heald. f c
 Briant v Tebbutt. f c

Robinson v Taylor. sub f c
 Martin v Webster. m d
 Wavell v Heffren. f c
 Thody v Jones. m d
 Catling v Gardner. c
 Brune v Sawle. sp c
 Riddell v The Anglesey Central Rail Co. m d
 Etchells v Williamson. m d
 Smith v Shepherd. s c
 Earl of Jersey v The Briton Ferry Floating Dock Co. m d
 Wilson v The Tottenham and Hampstead Junction Rail. Co. c
 Barclay v The Metropolitan Rail Co. c
 Hobson v Aspinall. m d
 Savage v Savage. m d
 The Salisbury & Dorset Junction Rail. Co. v Churchill. c
 In re Peterson's Estate, Peterson v Peterson. f c
 Hendricks v Curtis. m d
 Jodrell v Stratton. m d
 Edwards v Butcher. m d
 Stolworthy v Sancofort. f c
 Hammond v Hammond. m d
 Gray v Lewis. c w
 Beeston v Beeston. f c
 Nowell v Nowell. c
 Jarvis v Mitchell. m d
 Shuter v Hill. f c
 Lowenthal v Dand. c
 Rayment v Puxley. m d
 D'Alteyrac v Long. m d
 Drake v Greaves. m d
 Neale v Wilcox. m d
 Butler v Gray. sp c
 Milne v Mackenzie. m d
 Kingsford v Butler. m d
 Ayres v Emarton. m d

Before the Vice-Chancellor SIR G. M. GIFFARD.

Causes, &c.

Wollaston v King. m d
 Baillie v Wallace. m d
 Cary v Knowles. f c
 Bate v Goldfinch. m d
 Hilditch v The Prudential Assurance Co. m d
 Rangel v Strachan. m d
 Peek v Peek. m d
 Newall v Telegraph Construction and Maintenance Co. (Limited). c w
 Newall v Telegraph Construction and Maintenance Co. (Limited). trial without a jury
 Williams v Homfray. c
 Sichel v The Mercantile & Exchange Bank (Limited). m d, w
 Arizoni v Guanzirol. c w
 Dobson v Bownes. tr by jur (18 Dec)
 Williams v Reynolds. c w
 Tremingham v Maud. m d
 Whitehouse v Moore. c w
 Hargreaves v Elliot. c w
 The Ottoman Co. (Limited) v Farley. c (7 Dec)
 Attorney-Gen. v Lowe. c w
 Nicholson v Beckett. c
 Roberts v Moreton. c w (8 Dec)
 Powell v Elliott. m d
 The Coed Talon Colliery Co. (Limited) v The Leeswood Cannel & Gas Coal Co. (Limited). c (8 Dec)
 Martyn v Stocker. c
 Tollemache v Tollemache. f c (5 Dec)
 The Bank of Turkey (Limited) v The Ottoman Co. (Limited) c

Thomas v Richards. c
 Allen v Allen. sub f c
 Gray v Fraser. c
 May v May. f c
 Charlton v Earl of Durham. c
 Hulton v Hulton. f c
 Pickering v Minto. m d
 Cottrell v Gem. f c
 Thelwall v Finney sp c
 Whiteside v Snaith. f c
 Zucani v Parson. m d
 Hurlstone v Ashton. f c
 Kelly v Wightman. f c
 Wigmore v Wigmore. m d
 Lewis v Fothergill. m d
 Dawn v Day. m d
 Bucknall v The Metropolitan Rail. Co. m d
 Senior v Senior. sp c
 Dinely v Dinely. m d
 Hunt v Pratt. m d
 Manser v Inskip. m d
 Maddar v Turnley. f c
 Physick v Harvey. m d
 Perceval v Perceval. m d
 Grissell v Money. m d
 Choumont v Masterman. m d
 Gutch v Barwis. m d
 Forman v Hamilton. f c
 Partington v Smith. m d
 Bush v Miers. m d
 Mercer v Sawyer. f c & s t vary
 Grissell v Swinhoe. m d
 The Swansea Harbour Trustees v The Great Western Rail. Co. m d
 Linden v Templeman. c
 Wilmot, Bart. v McCann. m d
 Levy v Moss. f c
 Cadman v Wright. f c
 Johnson v Wilson. f c
 Stockbridge v Story. m d

PUBLIC COMPANIES.

LAST QUOTATION, Dec. 4, 1868.
 [From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92½ x d
 Ditto for Account, Jan. '92½ x d
 3 per Cent. Reduced, 92½
 New 3 per Cent., 92½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Do. 5 per Cent., Jan. '73
 Annuities, Jan. '80—
 Annuities, April, '85
 Do. (Red Sea T.), Aug. 1908
 Ex Bills, £1000, per Ct. 12 p m
 Ditto, £500, Do 12 p m
 Ditto, £100 & £200, 12 p m
 Bank of England Stock, 4 per Ct. (last half-year) 244
 Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 220
 Ditto for Account
 Ditto 5 per Cent. July, '80 113½ x d
 Ditto for Account,—
 Ditto 4 per Cent., Oct. '88 103
 Ditto, ditto, Certificates,—
 Ditto Enforced Ppr., 4 per Cent. 91½
 Ind. Enf. Fr., 5 p Ct., Jan. '73 105
 Ditto, 5½ per Cent., May, '79 111
 Ditto Debentures, per Cent., April, '64—
 Do. Do., 5 per Cent., Aug. '73 105
 Do. Bonds, 5 per Ct., £1000 12 p m
 Ditto, ditto, under £1000, 12 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	75
Stock	Glasgow and South-Western	100	92
Stock	Great Eastern Ordinary Stock	100	42
Stock	Do., East Anglian Stock, No. 2	100	84
Stock	Great Northern	100	107
Stock	Do., A Stock	100	108½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	49
Stock	Do., West Midland—Oxford	100	28
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	123½
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	112½
Stock	London and South-Western	100	88
Stock	Manchester, Sheffield, and Lincoln	100	47½
Stock	Metropolitan	100	103½
Stock	Midland	100	112½
Stock	Do., Birmingham and Derby	100	80
Stock	North British	100	32½
Stock	North London	100	123
Stock	North Staffordshire	100	58
Stock	South Devon	100	45
Stock	South-Eastern	100	79½
Stock	Do., Deferred	100	49
Stock	Taff Vale	100	148

* A receives no dividend until 5 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0	20 10 0
4000	40 pc & bs	County	100	10 0	0 85 0
40000	5 pc & bs	Eagle	50	5 0	0 6 17 6
10000	7½ 2s 6d pc	Equity and Law	100	6 0	0 7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10	0 5 0 0
2700	5 per cent	Equitable Reversionary	105	...	96 0 0
4600	5 per cent	Do. New	50	50 0	0 45 0 0
5000	5 & 3p shb	Gresham Life	20	5 0	0
20000	5 per cent	Guardian	100	0 0	0 51 5 0
20000	...	Home & Col. Ass., Limitd.	50	5 0	0 1 0 0
7500	10 per cent	Imperial Life	100	10 0	0 15 10 0
50000	6 per cent	Law Life	100	2 10	0 3 10 0
10000	32½ pr cent	Law Life	100	10 0	0 88 10 0
100000	10 per cent	Law Union	10	0 10	0 0 16 6
20000	51 17s 6d pc	Legal & General Life	50	8 0	0 9 0 0
20000	5 per cent	London & Provincial Law	50	4 17	8 14 0 0
40000	10 pc & bs	North Brit. & Mercantile	50	6 5	0 17 0 0
2500	12½ & bns	Provident Life	100	10 0	0 38 0 0
699220	20 per cent	Royal Exchange	Stock	All	300 0 0
—	6½ per cent	Sun Fire	All	170 0 0

MONEY MARKET AND CITY INTELLIGENCE.

The funds commenced the week with a slight decline, and have been quiet, in fact dull, ever since. Upon the monthly settlement Railway Stocks at once experienced a considerable fall; a partial recovery has since taken place. The Metropolitan Stock has experienced great fluctuation. Foreign securities have also been depressed, but are showing better symptoms. The bank rate of discount has been raised to 3 per cent, a change which, if occurring a trifle earlier than was expected, has surprised no one and is received with satisfaction. This rise, and the resignation of the Government, have produced scarcely any effect upon the funds. The discount demand is pretty brisk.

The report of the directors of the Gresham Life Office for

eleven months ending the 30th June last was made to the shareholders at their twentieth annual meeting, held on Thursday. The report stated that 3,693 policies had been issued during the eleven months, for assuring £1,438,148; that the new premiums were £41,422 15s. 3d.; and that the income has now increased to £320,000 per annum.

THE RIGHT HON. RICHARD KEATINGE.—This gentleman, who is about to resign the office of Judge of the Court of Probate in Ireland, is the second son of the late Maurice Keatinge, Esq., of the Irish Bar, and was born in Dublin, in 1793. He was called to the bar in Ireland in 1813, and was created a King's Counsel in 1835. In 1842 he was appointed Queen's Serjeant in Ireland, and was raised to the bench in August, 1843, as Judge of the Prerogative Court in Dublin. In the following month he was sworn in as an Irish Privy Councillor, and was elected a bencher of King's-inns, Dublin, in the same year. He was appointed Judge of the Court of Probate in Ireland in January, 1858, the salary of which office is £3,500 per annum. He is the fifth Irish judge who has been placed on the pension list since the present (now late) Government came into office. Letters patent have passed the Great Seal, granting him a retiring pension of £3,333.

It is stated that the following gentlemen will shortly receive "silk":—Mr. Edmund F. Moore, of the Chancery Bar; Mr. W. G. Lumley, of the Poor Law Office; Sir Patrick Colquhoun, late Chief Justice of the Ionian Islands; and Mr. C. P. Brett and Mr. Vernon Lushington, of the Northern Circuit. In Ireland the following gentlemen have just received "silk":—Mr. John Richardson, Mr. G. O. Malley, Mr. Charles Leech, Mr. C. H. Woodroff, Mr. Henry Fitzgibbon, Mr. Robert Carson, Mr. William F. Johnson, Mr. Francis Mead, Hon. David Plunket, Mr. Harstonge Robinson, Mr. J. H. Monahan, and Mr. R. W. Gamble.

CHURCH BELLS.—Church bells ought only to be rung, says the *English Churchman*, in celebration of sacred festivals, or on such national occasions as the union between Church and State may sanction. And yet efforts were made during the recent elections, in numerous cases with success, to press them into the service of rival candidates and celebrate party victories. In one important case, that of Greenwich, we are glad to see that the vicar, Dr. Miller, absolutely refused to allow their use; and as there is no question as to the legal right of every vicar in this matter, his example may well be followed in other places.

At the Chancery Court of York it was recently decided (against the churchwardens of the parish of Dacre) that the exclusive right of the keys of the church was in the vicar. This is a somewhat important decision affecting the rights of clergy and parish officers in general.—*Musical Standard*.

It is said that provincial barristers of France will send deputations to represent them at M. Berryer's funeral. The ceremony will take place at Augerville, on Monday.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GRANTHAM—On Nov. 30, at Sussex-place, South Norwood, the wife of William Grantham, Esq., Barrister-at-Law, of a daughter.
MAYO—On Nov. 20, at Corsham, the wife of Charles T. Mayo, Esq., Solicitor, of a son.
MOORE—On Nov. 26, the wife of William Playters Moore, Esq., Solicitor, of 53, Pall-mall, of a daughter.
SMITH—On Nov. 27, at Barnes, Surrey, the wife of Alfred Smith, Esq., Barrister-at-Law, of a daughter.
WILLIAMS—On Nov. 28, at 3, St. Luke's-road, Westbourne-park, the wife of F. G. A. Williams, Esq., Barrister-at-Law, of Lincoln's-inn, of a daughter.
WRENTMORE—On Nov. 27, the wife of I. H. Wrentmore, Gent., of 169, King's-road, Chelsea, of twin sons, one since dead.

MARRIAGES.

SMYTHIES-SANDERS—On Nov. 26, at Sowton, near Exeter, John Kinnerley Smythies, Esq., Barrister-at-Law, of the Inner Temple, and 57, Belisle-park, Hampstead, to Emily Mary, daughter of the late Captain Francis Stanfield, R.N., and widow of J. B. Sanders, Esq., of Exeter.

DEATHS.

DRIFFIELD—On Nov. 18, at his residence, Lyme House, Prescott, Walter Wren Driffeld, Esq., Solicitor, aged fifty.
FARRER—On Nov. 30, at 66, Lincoln's-inn-fields, William Loxham Farrer, Esq., aged eighty.
GOODING—On Nov. 25, at Southwold, Suffolk, Elizabeth, wife of Jonathan Robert Gooding, Esq., Solicitor, in her thirty-fifth year.
GRAHAM—On Nov. 28, at No. 11, Shandwick-place, Edinburgh, Humphrey Graham, Esq., Writer to the Signet.
SHERIFF—On Nov. 6, at Antigua, West Indies, Edith Mary, daughter of W. Musgrave Sheriff, Esq., Barrister-at-Law, of the Middle Temple, aged five months.
SMALE—On Oct. 9, at Victoria, Hongkong, Anne, wife of the Hon. John Smale, Chief Justice of that colony.
STRATTON—On Nov. 23, at Leamington, Warwickshire, Thomas Stratton, Esq., Barrister-at-Law, late of Lincoln's-inn, in his sixty-fourth year.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Nov. 27, 1868.

LIMITED IN CHANCERY.

Dewsbury United Brickmaking and Building Company (Limited).—Creditors are required, on or before Dec 19, to send in their names and addresses, and the particulars of their debts or claims, to Charles Henry Marriott, Dewsbury, York. Monday, Jan 11, at 11, is appointed for hearing and adjudicating upon the debts and claims.
North-West of England China, Stone, and Clay Company (Limited).—Petition for winding-up, presented Nov 25, directed to be heard before the Master of the Rolls on Dec 5. Stott, Clement's-lane, solicitor for the petitioners.
Staffordshire Wheel and Axle Company (Limited and Reduced).—Petition, presented May 27, for reducing the capital from £400,000 to £200,000 directed to be heard before Vice-Chancellor Stuart on Dec 11. Emmets & Co, Bloomsbury-sq, solicitors for the company.
West Worthing Waterworks Baths and Assembly Rooms Company (Limited).—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Henry Charteris, Gresham-bldgs, Basinghall-st. Monday, Jan 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Dec. 1, 1868.

Commercial Clothing Company (Limited).—Vice-Chancellor Malins has, by an order dated Nov 20, ordered that the above company be wound up. Books & Co, King-st, Chancery, solicitors for the first petitioners; Snell, George-st, solicitor for the second petitioner.
Lundy Granite Company (Limited).—The Master of the Rolls has, by an order dated Nov 19, ordered that the above company be wound up. Miller, Cophall-st, solicitor for the petitioners.
Oxfordshire and Berkshire Aerated Bread Company (Limited).—Vice-Chancellor Giffard has, by an order dated Nov 21, ordered that the above company be wound up. Linklaters & Co, Wallbrook, solicitors for the petitioners.
United Service Company (Limited).—The Master of the Rolls has, by an order dated Nov 24, ordered that the above company be wound up. Gadden & Treherne, Bedford-row, solicitors for the petitioners.
Staverton Cloth Company (Limited).—Petition for winding-up, presented Nov 28, directed to be heard before Vice-Chancellor Malins on Dec 11. Snell, George-st, Mansion House, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

International Life Assurance Society.—Petition for winding-up, presented Nov 28, directed to be heard before Vice-Chancellor Malins on Dec 11. Donnithorne, Gracechurch-st, solicitor for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Nov. 27, 1868.

Birkenhead Coal Heavers' Friendly Society, North Star, Cleveland-st, Birkenhead. Nov 21.
Hillmarion Friendly Society, Duke Inn, Hillmarion, Wilts. Nov 14.
Loyal Standard of Unity, Wheathead Inn, Stafford. Nov 10.
Llandisilio Friendly Society, Four Crosses Inn, Llandisilio, Montgomery. Nov 25.
Society of Weavers and other Artificers, Fourgates, West Houghton, Lancaster. Nov 9.
Tonbridge Town Friendly Society, Chequers Inn, Tonbridge Town, Kent. Nov 6.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 27, 1868.

Burton, Mary, Newhouses, York, Spinster. Dec 23. Greenback v Jackson, V.C. Malins.
Cartwright, Saml Timms, Havelock-villas, Bridge-rd, Battersea, Gent. Dec 19. Barker v Cartwright, V.C. Malins.
Davi, Geo Augustus, Plowden-bldgs, Middle Temple, Esq. Dec 31. Grant v Barker, V.C. Stuart.
Eagle, Wm, Grove-st, Hackney, Cowkeeper. Dec 21. O'Brien v Davis, V.C. Malins.
Harding, Walter, Primrose-st, Licensed Victualler. Dec 23. Nicholson v Dobson, V.C. Malins.
Harrison, Margaret, Dudley, Worcester. Dec 28. Harrison v Harrison, V.C. Stuart.
Heygate, Mary, Mansfield, Nottingham, Widow. Dec 21. Heathcote v Whall, V.C. Stuart.
Jeffery, Saml, Rugby, Warwick, Coal Merchant. Jan 6. Jeffery v Fry, V.C. Stuart.
Plowman, Joseph, Oxford, Reporter. Jan 7. Plowman v Plowman, V.C. Malins.
Redgrave, Joseph, Norwich, Merchant. Dec 21. Redgrave v Redgrave, M. R.
Rose, Geo, Gt Brington, Northampton, Esq. Dec 31. Rose v Meredith, V.C. Stuart.
Watts, Nathaniel Thos, Britannia-row, Islington, Gent. Jan 11. Watts v Watts, V.C. Stuart.

TUESDAY, Dec. 1, 1868.

Gardiner, Sir John Brocas Whalley Smilh, the Roche Court, Southampton, Baronet. Jan 12. Gardiner v Forbes, V.C. Stuart.
Lintott, Geo, Springfield, nr Chelmsford, Brewer. Dec 21. Lintott v Lintott, V.C. Malins.
Wainwright, Wm, Banbury, Chester, Farmer. Dec 31. Armstrong v Wainwright, V.C. Giffard.
Whitia, Geo Alex, Torquay, Devon, Esq. Jan 11. Whitia v Law, V.C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 27, 1868.

Brown, Jas, Eardney, Lincoln, Gent. Jan 15. Clitherow, Horncastle.
Chapman, Ann, Hemel Hempsted, Hertford, Widow. Jan 7. Grover & Co, Hemel Hempsted.

Child, Rev Vicesimus Knox, Little Easton, Essex, Clerk. Jan 1. Avory.
Sessions House, Old Bailey.
Connop, Woodham, Shalford House, nr Guildford, Esq. Jan 1. Leach.
Lancaster-pl, Strand.
Cotton, Gilbert Knill, Kensington-pk-rd, Notting-hill, Gent. Dec 31.
Law, Barnstable.
Furter, Rev John, Stambourne Rectory, nr Halstead, Essex, Clerk.
Jan 1. Willoughby, Lancaster-pl, Strand.
Higgins, Matthew Jas, Eaton-sq, Esq. Dec 30. Prior & Bigg,
Southampton-bldgs.
Jervis, Wynfen Stevens, Darlaston Hall, Stafford, Esq. Jan 18. J. J.
Jervis, Uttoxeter.
Pleasance, Geo Alfred, Cambridge. Jan 9. Pleasance, New-inn,
Strand.
Pleasance, Jane, Cambridge, Widow. Jan 9. Pleasance, New-inn,
Strand.
Roney, Sir Cusack Patrick, Cleveland-sq, Hyde-pk, Knight. Feb 1.
Shobard & Beck, East India-avenue, Leadenhall-st.
Stelly, Ann, Freeland, nr Alnwick, Northumberland, Widow. Feb 1.
Dickson, Alnwick.
Taylor, Geo Fredk, Canterbury-pl, Lambeth-rd, Carpenter. Dec 31.
Harington, Coleman-st.
Whitworth, Geo, New-cross-rd, Artificial Manure Manufacturer. Jan 7.
Sturmy & Diggles, Hibernia-chambers, London-bridge.
Willocks, Joseph Willing, Windsor-ter, Vauxhall-bridge-rd, Licensed
Victualler. Dec 17. Tanqueray-Williaume & Co, New Broad-st.

TUESDAY, Dec. 1, 1868.

Archbold, Isabella, Bexley Heath, Kent, Widow. Dec 31. Kidd, North
Shields.
Atkinson, Edwd, Stockton, Durham, Grocer. Jan 1. Faber, Stockton-
on-Tees.
Bird, Rev Thos Hugh, Yarkhill Vicarage, Hereford, Clerk. Jan 26.
Cleare, Hereford.
Bulmore, Thos, Portland-ter, Wandsworth-rd, Gent. Dec 20. Baxter
& Co, Victoria-st, Westminster.
Fanning, Edmond Lyons, Worcester, Postmaster. March 25. Allen,
Worcester.
Faulkes, John, Stoke-upon-Trent, Stafford, Timber Carrier. Dec 9.
Slaney, Newcastle-under-Lyme.
Harington, Rev Chas, Stoke Lace, Hereford. Dec 31. Harington, Hare-
ct, Temple.
Murray, Thos, North Shields, Northumberland, Agent. Dec 31. Kidd,
North Shields.
Nasmith, Louisa Sarah, Regent-sq St Pancras, Widow. Jan 1.
Annesley, Lincoln's-inn-fields.
Parr, John, Barkway, Hertford, Harness Maker. Feb 24. Wortham,
Royston.
Pulham, Maria, Woodbridge, Suffolk, Widow. Dec 24. Steward &
Rouse, Ipswich.
Roberts, Robt Laurence, Princes-ter, Hyde-pk, Esq. Jan 14. Bloxam
& Co, Lincoln's-inn-fields.
Shirley, Sarah, Bangor, Carnarvon, China Dealer. Dec 28. Knibbs
Bangor.
Steel, Margaret, Torquay, Devon, Spinster. Jan 6. Druce & Co,
Biliter-st.
Vaughan, John, Lily-ter, Hammersmith-rd, Gent. Jan 10. Mote,
South-sq, Gray's-inn.
Welch, Wm Alderson Julians, Preston, Lancaster, Tea Merchant. Dec
18. Banks & Dean, Preston.
Westwood, Chas Lilly, Yokohama, Japan, Merchant. Feb 1. Davidson
& Co, Basinghall-st.
Wilson, Sophia Alice, Rushall, nr Tunbridge Wells, Kent, Widow. Feb
1. Ellis & Co, St Michael's-alley, Cornhill.
Winter, Joseph, Pilkington, Lancaster, Esq. Jan 30. Cunliffe & Leaf,
Manch.
Winer, Gilbert, Stocks, nr Manch. Jan 30. Cunliffe & Leaf, Manch.

Persons registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 27, 1868.

Abbott, Chas, King's-rd, Homerton, Coal Merchant. Nov 18. Comp.
Reg Nov 24.
Ambler, Geo, Wakefield, York, Grocer. Nov 4. Asst. Reg Nov 27.
Atkin, Wm, Leeds, Draper. Nov 13. Comp. Reg Nov 25.
Avis, Jas Kingdon, Birn, Lithographic Printer. Oct 30. Comp. Reg
Nov 24.
Baldock, Wm, Three Crown-sq, Southwark, Hop Merchant. Nov 20.
Comp. Reg Nov 25.
Barf, Hy, Harrogate, York, Cab Proprietor. Nov 4. Asst. Reg
Nov 24.
Broadbent, Thos, Lpool, Hatter. Nov 3. Comp. Reg Nov 21.
Bushell, Geo Fredk, Maldstone, Kent, Joiner. Nov 16. Comp. Reg
Nov 26.
Coleman, Benj Edwd, Dover, Kent, Grocer. Nov 4. Comp. Reg
Nov 26.
Crean, Martin John, Stoke-upon-Trent, Stafford, Surgeon. Oct 24.
Asst. Reg Nov 26.
Davison, Geo, Groombridge, Kent, Grocer. Nov 2. Asst. Reg Nov 26.
Eyre, Abijah, Euston-rd, Tool Maker. Nov 9. Comp. Reg Nov 24.
Flowers, Hy, Leicester, Beer-house Keeper. Nov 9. Comp. Reg
Nov 26.
Goodrich, Walter, Crystal-ter-rd, Wandsworth-rd, Grocer. Nov 3.
Asst. Reg Nov 25.
Green, Hy Lynneil, High-st, North Woolwich, Grocer. Nov 12. Asst.
Reg Nov 27.
Haigh, Chas Perry, Gt Turnstile, Holborn, Shirt Maker. Nov 25.
Comp. Reg Nov 26.
Hart, John Anderson, Leeds, Joiner. Oct 28. Asst. Reg Nov 27.
Haywood, Edwln, Palterton, Derby, Tailor. Nov 9. Asst. Reg
Nov 25.
Heming, Geo, & Hy John Summers, Burnham, Somerset, Builders.
Oct 8. Asst. Reg Nov 25.
Joseph, David, Birn, Italian Warehouseman. Nov 11. Comp. Reg
Nov 21.
Kemp, Geo, Hanover-ter, Wells-rd, Sydenham, Builder. Oct 21. Comp.
Reg Nov 24.

Laws, Geo, Leeds, Clothier. Nov 3. Comp. Reg Nov 26.
Mason, Arthur, Burton-upon-Trent, Stafford, Grocer. Oct 29. Comp.
Reg Nov 26.
Maw, Jas, Stratford, Essex, Cement Merchant. Oct 16. Asst. Reg
Nov 26.
Mills, Geo Hill, Jamaica-pl, West India Dock-rd, Poplar, Outfitter.
Nov 9. Comp. Reg Nov 27.
Muirhead, John, Tonbridge, Kent, Draper. Oct 20. Asst. Reg
Nov 24.
Myer, Sydney, Hereford, Hop Merchant. Nov 3. Comp. Reg
Nov 26.
Palmer, Alfred Ebenezer, Nottingham, Draper. Oct 26. Asst. Reg
Nov 26.
Rex, Thos, Northampton, Draper. Oct 27. Comp. Reg Nov 24.
Reynolds, John Jas, Wellington-st, Strand, Hatter. Oct 30. Comp.
Reg Nov 25.
Rigby, Fredk, Bothen, Stafford, Potter. Nov 16. Comp. Reg
Nov 25.
Rowland, Arthur Richd, Tavistock-crescent, Notting-hill, Builder.
Oct 29. Comp. Reg Nov 25.
Rutherford, John Kerr, & John Hunter Stephenson, Church-ct, Clement's-
lane, East India Merchants. Oct 12. Asst. Reg Nov 24.
Scales, Jas Calvert, Longsight-with-Manchester, Painter. Nov 11.
Comp. Reg Nov 27.
Shalders, Walter, Moorgate-st, Tailor. Oct 29. Asst. Reg Nov 24.
Shawcross, Wm, Manch, Cigar Dealer. Oct 31. Comp. Reg Nov 25.
Smith, John Wm, Grove-ter, Grove-rd, Hammersmith, no occupation.
Nov 25. Comp. Reg Nov 27.
Smith, Geo Wm, Knowle-rd, Brixton, Jeweller. Oct 28. Comp. Reg
Nov 24.
Swann, Alfred, Amptill, Bedford, Draper. Oct 29. Comp. Reg
Nov 26.
Tugby, Sharp, Morpeth-rd, Victoria-pk, Licensed Victualler. Nov 23.
Comp. Reg Nov 24.
Westrup, Chas, Old-st-rd, Chair Manufacturer. Nov 11. Asst. Reg
Nov 27.
White, Geo, Bridge-rd, West Battersen, Builder. Oct 29. Comp. Reg
Nov 26.
Whittington, Hy, Smith-st, Kennington-pk, Grocer. Nov 9. Comp.
Reg Nov 26.
Wilson, Wm, Gt Castle-st, Cavendish-sq, Gent. Nov 2. Comp. Reg
Nov 24.

TUESDAY, Dec. 1, 1868.

Allen, Wm, Mildenhall, Suffolk, Builder. Nov 4. Comp. Reg Nov 27.
Bourne, Henry, Stratford, Essex, Fruiterer. Nov 14. Comp. Reg
Nov 28.
Clapp, Wm, Exeter, Bootmaker. Nov 5. Asst. Reg Nov 27.
Curry, Walter, Dorking, Surrey, Boot Manufacturer. Nov 16. Comp.
Reg Dec 1.
Dickinson, Benj Percy, Leytonstone, Essex, Lieutenant R.N. Nov 7.
Comp. Reg Nov 30.
Dinquer, John, Regent-sq, St Pancras, Interpreter. Nov 14. Comp.
Reg Nov 27.
Fairley, Thos, Ryde, Isle of Wight, Draper. Nov 12. Comp. Reg
Nov 30.
Forwood, Geo Peplow, & Thos Callan, Lpool, Ship Chandlers. Nov 25.
Comp. Reg Nov 30.
Gibson, Cornelius, Leftwich, Chester, Flat Builder. Oct 30. Asst. Reg
Nov 30.
Hainsworth, John, Edwin Hainsworth, & David Hainsworth, Farsley,
York, Woollen Cloth Manufacturers. Nov 10. Comp. Reg Nov 27.
Hollings, Benj, Leeds, Cloth Manufacturer. Nov 14. Comp. Reg
Nov 30.
Hussey, Robt, Bristol, Saw Mill Proprietor. Nov 1. Inspectorship.
Reg Nov 30.
Jones, Peter, Ardwick, Manch. Nov 5. Comp. Reg Nov 30.
Lee, Levi, Highgate-rd, Stonemason. Nov 24. Comp. Reg Nov 30.
Little, Jas, Lpool, Draper. Oct 31. Asst. Reg Nov 28.
Llewellyn, John Murray, Southsea, Hants, Surgeon Dentist. Nov 11.
Comp. Reg Dec 1.
Loud, Jas, Grant-rd, Battersea, Builder. Nov 5. Comp. Reg Nov 30.
Miller, Wm Hy, Westminster-bridge-rd, Lambeth, Stationer. Nov 2.
Comp. Reg Nov 27.
Parsons, Seiby, Roman-rd, Victoria-pk, Boot Manufacturer. Nov 20.
Comp. Reg Nov 30.
Revelt, John, Kildwin, Essex, Innkeeper. Oct 29. Asst. Reg Nov 28.
Ross, John, Carnforth, Lancaster, Clerk. Nov 12. Comp. Reg
Nov 28.
Simpson, Hy, Miles Platting, Manch, Innkeeper. Nov 16. Comp. Reg
Nov 28.
Spinks, Wm, Brindley-st, Harrow-rd, Carman. Nov 27. Comp. Reg
Nov 30.
Sweeting, Geo Waters, Trafalgar-rd, Old Kent-rd, Ship Builder.
Nov 2. Comp. Reg Nov 30.
Temple, Wm, Savage-gardens, Tower-hill, Wine Merchant. Nov 2.
Comp. Reg Nov 28.
Toplis, Edwd, Whitechapel High-st, Cigar Manufacturer. Oct 23.
Asst. Reg Dec 1.
Tupper, Alfred, Landport, Hants, Grocer. Oct 26. Comp. Reg
Nov 27.
Valentine, John, & Wm Robinson, Brierly-hill, Stafford, Chain Makers.
Nov 3. Asst. Reg Dec 1.
Waterman, John, Winchester, Fork Butcher. Nov 2. Asst. Reg
Nov 28.
Williamson, Jas, Hanley, Stafford. Nov 19. Asst. Reg Dec 1.
Woodridge, Wm Walter, Brighton, Sussex, Tobacconist. Nov 2. Asst.
Reg Nov 28.

Bankrupts.

To Surrender in London.

FRIDAY, Nov. 27, 1868.

Allen, Edwd Richd, Harwood-ter, Sand's-end, Fulham, Grocer. Pet
Nov 23. Pepys. Dec 10 at 1. Thomas, Fulham.
Allen, John, Whissenden, Ratland, Farmer. Pet Nov 24. Dec 16 at
1. Wright & Co, London-st, Fenchurch-st.
Allen, John Matthew Hy, West-st, Soho, Dairyman. Pet Nov 23.
Roche. Dec 9 at 11. Newman, Bucklersbury.

Arrow, Robt, Prisoner for Debt, Maidstone. Adj Nov 20. Murray.
Dec 9 at 1.
Beard, Wm, Maidstone, out of business. Pet Nov 20. Pepps. Dec 10
at 11. Geassent, New Broad-st.
Bishop, Edwd, Wallace, Bayham-st, Camden-town, Journeyman
Pianoforte Maker. Pet Nov 23. Pepps. Dec 10 at 1. Greaves,
Essex-st, Strand.
Bogue, Geo, Pomona-pl, King's-rd, Fulham, out of business. Pet Nov
23. Dec 16 at 1. Nind, Basinghall-st.
Boughen, Philip Fuller, Hereford Cottage, Sydenham-rd, Croydon,
Builder. Pet Nov 20. Pepps. Dec 10 at 11. Young & Son, Mark-
lane.
Bourner, Robt, Mayfield, Sussex, Grocer. Pet Nov 30. Dec 9 at 2.
Wood, Bucklebury.
Casey, Hy, Three Colt-st, Limehouse, Cheesemonger. Pet Nov 23.
Dec 16 at 11. Steadman, London-wall.
Caswell, Wm, Letchmere-bank, Herts, Corn Merchant. Pet Nov 23.
Pepps. Dec 10 at 1. Vining & Son, Moorgate-st-bldgs.
Cannot, Gustavus Adolphus Charlott, Prisoner for Debt, London. Pet
Nov 25 (for pau). Roche. Dec 9 at 1. Edwards, Bush-lane, Can-
non-st.
Chisnall, Edwd, Prisoner for Debt, London. Adj Nov 16. Pepps. Dec
10 at 1.
Conway, Geo Arthur, Prisoner for Debt, London. Pet Nov 23 (for pau).
Pepps. Dec 10 at 2. Dobie, Gresham-st.
De Winter, Elias, Commercial-st, Whitechapel, Cheesemonger. Pet
Nov 24. Pepps. Dec 10 at 2. Edwards, Bush-lane, Cannon-st.
Dexter, Hy, Alfred-st, Westbourne-rd, Barnsbury, Schoolmaster. Pet
Nov 23. Roche. Dec 9 at 11. Langton, Walbrook.
Edwards, Thos Sharland, Capland-st, St John's-wood, Baker. Pet Nov
24. Roche. Dec 9 at 12. Webb, Easton-rd.
Ellis, Anthony, Prisoner for Debt, London. Pet Nov 23 (for pau). Roche.
Dec 9 at 12. Dobie, Gresham-st.
Ellis, Harriet Ann, Doynont-st, Highgate New Town, Trimming
Maker. Pet Nov 24. Roche. Dec 9 at 12. Dowse & Darville,
Lime-st, Fenchurch-st.
Fenning, Christopher, Staines, no business. Pet Nov 24. Roche. Dec
9 at 12. Lewis & Lewis, Ely-pl, Holborn.
Frankenburg, Hyman, Norton Folgate, Leather Bag Manufacturer.
Pet Nov 24. Pepps. Dec 10 at 2. Langton, Walbrook-house,
Walbrook.
Gad, Hy, jun, Houndsditch, Dealer in Fancy Goods. Pet Nov 12. Dec
16 at 2. Wood, Basinghall-st.
Graham, Thos, Upper Westbourne-walk, Paddington, Wheelwright.
Pet Nov 25. Dec 16 at 2. Webster, Basinghall-st.
Hardcastle, Geo, High-st, Homerton, Greengrocer's Assistant. Pet Nov
23. Pepps. Dec 10 at 1. Lewis, Hackney-rd.
Jennings, Robt Bingham, Prisoner for Debt, London. Adj Nov 16.
Pepps. Dec 17 at 1.
King, Geo, Prisoner for Debt, Maidstone. Adj Nov 20. Dec 16 at 2.
Knowlman, Walter, Edgware-rd, Cheesemonger. Pet Nov 24. Dec
16 at 12. Treherne & Co, Aldermanbury.
Mikesch, John Hy, Cornhill, Manufacturer of Fancy Leather Goods.
Pet Nov 25. Pepps. Dec 17 at 12. Fisher, Morn-rd, Waiworth.
Morgan, Hy, Prisoner for Debt, London. Pet Nov 25. Pepps. Dec
17 at 1. Lewis & Lewis, Ely-pl, Holborn.
Muzzall, John Hy, Prisoner for Debt, Lewes. Adj Nov 19. Pepps. Dec
10 at 2.
Pearse, Richd, & Harbert Edwd Beer, Canterbury, Kent, Wine Mer-
chants. Pet Nov 16. Dec 9 at 11. Wright & Co, Fenchurch-st.
Phillips, Eliotson Philip Blair, Priory-rd, Kiburn, Private Tutor. Pet
Nov 24. Roche. Dec 7 at 1. Lee, Gray's-inn-sq.
Richards, Jas, Prisoner for Debt, London. Adj Nov 16. Pepps. Dec
10 at 1.
Ritchie, Alex, Bermondsey-st, Grocer. Pet Nov 25. Pepps. Dec 17
at 12. Aldridge, Mark-lane.
Selden, Jas, King-st, West Hammersmith, Ironmonger. Pet Nov 24.
Pepps. Dec 10 at 2. Linklater & Co, Walbrook.
Shephard, Joseph, Angell-rd, Hammersmith, Publican. Pet Nov 21.
Dec 16 at 11. Hicketts, Frederick-st, Gray's-inn-rd.
Stephenson, Chas Jas, King's-ter, King's-rd, Fulham, Beershop Keeper.
Pet Nov 23. Roche. Dec 9 at 11. Thomas, Fulham.
Stoddart, Geo Alex Croke, Sun-villas, Oak-lane, Colney Hatch, Carpen-
ter. Pet Nov 25. Roche. Dec 9 at 1. Steadman, London-wall.
Story, Wilson Fawcett, Goree-villas, Ordinance-rd, Hounslow, Com-
mercial Traveller. Pet Nov 23. Dec 16 at 12. Shepherd, College-
hill.
Stubbins, Hy, Stone-bldgs, Lincoln's-inn, Barrister. Pet Nov 23. Dec
16 at 12. Smith, Gresham-house, Old Broad-st.
Thornhill, John Thos, Prisoner for Debt, Bury St Edmunds. Adj Nov
18. Dec 16 at 2.
White, John Adolphus Robt, Green-ter, Clerkenwell, Watch Manu-
facturer. Pet Nov 20. Dec 9 at 1. Wood, Crooked-lane.
Woolmore, Thos, King-st East, Broadway, Hammersmith, Pastrycook.
Pet Nov 24. Pepps. Dec 10 at 2. Godfrey, Hatton-garden.
Wyatt, Walter, Union-grove, Clapham, out of business. Pet Nov 17.
Dec 9 at 11. Sole & Co, Aldermanbury.

To Surrender in the Country.

Bakewell, Wm Wells, Smeinton, Nottingham, out of business. Pet
Nov 24. Tudor. Birm. Dec 15 at 11. Deane, Loughborough.
Bell, Abraham, jun, Prisoner for Debt, Bristol. Adj Nov 24 (for pau).
Harley. Bristol, Dec 23 at 12.
Bishton, Wm, Wolverhampton, Stafford, Timber Merchant. Pet Nov
25. Tudor. Birm. Dec 11 at 12. Bolton, Wolverhampton.
Blakeborough, Saml, Leeds, Draper. Pet Nov 25. Leeds, Dec 7 at 11.
North & Sons, Leeds.
Browne, Hy, Runham, Norfolk, Marsh Farmer. Pet Nov 25. Cham-
berlin. Gt Yarmouth, Dec 12 at 12. Ferrier, Gt Yarmouth.
Bydaway, John Alfred, Prisoner for Debt, Hereford. Adj Nov 11.
Hill. Birm. Dec 9 at 12. James & Griffin, Birm.
Chatham, John, Dudley, Worcester, Linen Draper. Pet Nov 25. Hill.
Birm. Dec 9 at 12. Brevitt, Darlaston.
Cobham, Geo Fredk, Milton-next-Gravesend, Kent, Foreman of Sca-
vengers. Pet Nov 16. Southgate. Gravesend, Dec 7 at 12. Shar-
land, Gravesend.
Coulson, Joseph, Bolton, Lancaster, Joiner. Pet Nov 28. Holden.
Bolton, Dec 9 at 10. Richardson & Co, Bolton.

Davies, Wm, Yarpole, Hereford, Shoemaker. Adj Nov 11. Robinson.
Leominster, Dec 16 at 11. Robinson, Leominster.
Dodd, Isaac, & Thos Weatherburn Dodds, Holmes, York, Engineers.
Pet Nov 26. Leeds, Dec 16 at 12. Tattershall, Sheffield.
Elton, Edwin, Derby, Joiner. Pet Nov 23. Weiler. Derby, Dec 9 at
12. Heath, Derby.
Fox, Wm, Hanley, Stafford, Sub-Contractor. Pet Nov 23. Challinor.
Hanley, Dec 19 at 11. Ward, Longton.
Gossedge, Wm, Mountain Ash, Glamorgan, Collier. Pet Nov 21. Rees.
Aberdare, Dec 8 at 11. Rosser, Aberdare.
Green, Wm Mark, Bradford, York, Soap Manufacturer. Pet Nov 24.
Bradford, Dec 11 at 9.15. Hill, Bradford.
Hankes, Emma, Manch, Vinegar Maker. Pet Nov 24. Kay. Manch.
Dec 15 at 9.30. Simpson, Manch.
Hankes, Joseph, Manch, Commercial Traveller. Pet Nov 24. Kay.
Manch, Dec 16 at 9.30. Simpson, Manch.
Hargreaves, Wm, Wheatley-lane, nr Burnley, Lancaster Cotton Mana-
facturer. Pet Nov 25. Fardell. Manch, Dec 9 at 11. Leigh.
Manch.
Havelock, Edwd Whorlton, Stockton, Durham, Agent. Pet Nov 23.
Crosby. Stockton-on-Tees, Dec 9 at 11. Draper, Stockton-on-Tees.
Higginbotham, Edwin Hy, Chester, Common Brewer. Pet Nov 12.
Macrae. Manch, Dec 10 at 12. Fennell, Sheffield.
Hunt, John, Sheffield, York, Grocer. Pet Nov 24. Wake. Sheffield,
Dec 9 at 1. Dyson, Sheffield.
Knutsen, Carl Augustus, West Hartlepool, Durham, Ship Chandler.
Pet Nov 24. Gibson. Newcastle-upon-Tyne, Dec 9 at 12. Hoyle &
Co, Newcastle-upon-Tyne.
Lempriere, Fredk, Bridgnorth, Salop, Draper's Assistant. Pet Nov
24. Smith. Bridgnorth, Jan 4 at 12. Batte, Bridgnorth.
Machin, Stephen, Stockton-on-Tees, Durham, Potter. Pet Nov 25.
Crosby. Stockton-on-Tees, Dec 9 at 11.15. Draper, Stockton-on-
Tees.
Mason, Wm, Birm, out of business. Adj Nov 21. Guest. Birm, Dec
11 at 10.
Murch, Edwd, Torquay, Devon, Chemist. Pet Nov 3. Exeter, Dec 8
at 11. Force, Exeter.
Norcliff, Joseph, Mytholmroyd, York, Stonemason. Pet Nov 24.
Patteson. Poulton-le-fylde, Dec 10 at 11. Storey, Halifax.
Otty, Matthew, Lpool, Photographic Apparatus Maker. Pet Nov 24.
Hime. Lpool, Dec 9 at 3. Wilcocks, Lpool.
Pearce, Thos, Prisoner for Debt, Bristol. Adj Nov 24 (for pau).
Harley. Bristol, Dec 23 at 12.
Percival, Spencer, Luton, Bedford. Pet Nov 2 (for pau). Austin.
Luton, Dec 8 at 10.
Plummer, John, Clare, Suffolk, Butcher. Pet Nov 13. Jardine.
Haverhill, Dec 8 at 11.
Richardson, Richd, Pontefract, York, Hotel Keeper. Pet Nov 23.
Leeds, Dec 14 at 11. Coleman, Pontefract.
Roberts, Thos, Cheetham, Manch, Tailor. Pet Nov 24. Kay. Manch.
Dec 17 at 9.30. Lomas, Manch.
Robinson, Thos, Stockton-on-Tees, Durham, Wholesale Fruiterer. Pet
Nov 24. Crosby. Stockton-on-Tees, Dec 9 at 11.30. Fisher,
Middlesbrough.
Romanal, Phineas Hy, Smithwick, Stafford, Beer Retailer. Pet Nov
23. Watson. Oldbury, Dec 10 at 11. Shakespeare, Oldbury.
Rubotham, Chas, Nottingham, out of business. Pet Nov 23. Patchitt.
Nottingham, Dec 23 at 10.30. Wymond, Nottingham.
Saturley, Wm, Westhayne, Somerset, Innkeeper. Pet Nov 23.
Dommett. Chard, Dec 7 at 10. Paull, Ilminster.
Savage, Chas, Utterton, Ardwick, Manch, Oil Merchant. Pet Nov 25.
Fardell. Manch, Dec 8 at 12. Sale & Co, Manch.
Shaw, Jas, Joseph, Ashton-under-Lyne, Lancaster Cotton Dealer.
Pet Nov 25. Hall. Lancashire, Dec 10 at 12. Rylance, Manch.
Slatene, Richd, Bristol Soap Manufacturer. Pet Nov 25. Wilde.
Bristol, Dec 9 at 11. Murly, Bristol.
Skidmore, Isaah, Kates Hill, Worcester, Charter Master. Pet Nov 24.
Walker. Dudley, Dec 8 at 12. Stokes, Dudley.
Skinner, Hy, Exelbridge, Morebath, Devon, Labourer. Pet Nov 24.
Daw, jun. Tiverton, Dec 9 at 12. Shapland, Southmolton.
Smith, Geo, Loughborough, Leicester, Licensed Victualler. Pet Nov
19. Brook. Loughborough, Dec 7 at 10. Goode, Loughborough.
Smith, Chas, Birm, out of business. Pet Nov 24. Hill. Birm, Dec 9
at 12. Rowlands, Birm.
Swinerton, Thos, Birm, Grocer. Pet Nov 25. Guest. Birm, Dec 11
at 10. Fallows, Birm.
Symes, John, Chidcock, Dorset, Tailor. Pet Nov 24. Templar.
Bridport, Dec 10 at 12. Day, Bridport.
Talbot, Richd Berry, Stafford, Builder. Pet Nov 14. Tudor. Birm.
Dec 11 at 12. Brough, Stafford.
Thomas, George, Blacksmith. Pet Nov 21. Guest. Birm, Dec 11
at 10. Powell, Birm.
Tovey, Isaac, Risca, Monmouth, Boot Maker. Pet Nov 23. Wilde.
Bristol, Dec 9 at 11. Beckingham, Bristol.
Vickers, John Baker, Tiverton, Devon, Miller. Pet Nov 24. Daw, jun.
Tiverton, Dec 9 at 11. Floud, Exeter.
Williams, Robt, Briton Ferry, Glamorgan, Blacksmith. Pet Nov 21.
Morgan. Neath, Dec 7 at 11. Pajza, Neath.
Wimpenny, Hy, Prisoner for Debt, Bristol. Adj Nov 24 (for pau).
Harley. Bristol, Dec 23 at 12.

To Surrender in London.

TUESDAY, Dec. 1, 1868.

Agland, Jas Reynolds, Austin-st, Hackney-rd, Chair Maker. Pet Nov
27. Dec 21 at 11. Long, Pitfield-st, Hoxton.
Baxter, Geo, Exmouth-st, Commercial-rd, Clerk. Pet Nov 27. Murray.
Dec 14 at 12. Long, Pitfield-st, Hoxton.
Bilton, Saml Fras, Prisoner for Debt, London. Pet Nov 27. Murray.
Dec 14 at 11. Wilding, Titchborne-st, Edgware-rd.
Bird, Earl, Prisoner for Debt, London. Pet Nov 25 (for pau). Brougham.
Dec 21 at 11. Gontley, Bow-st, Covent-garden.
Cawston, Fredk Harding, Prisoner for Debt, London. Pet Nov 25 (for
pau). Pepps. Dec 17 at 1. Edwards, Bush-lane, Cannon-st.
Cohen, Zachariah, Prisoner for Debt, London. Pet Nov 25 (for pau).
Roche. Dec 14 at 11. Cooper, Lincoln's-inn-fields.
Farley, Jas Lewis, Sherborne-st, Blandford-sq, Gent. Pet Nov 25.
Dec 16 at 1. Pain, Marybone-rd.

Field, Geo, Worthing, Sussex, Baker. Pet Nov 27. Peyps. Dec 17 at 2. Olive, Portsmouth-st, Lincoln's-inn-fields.
 Govier, Hy, Weedington-rd, Kentish-town, Insurance Agent. Pet Nov 25. Peyps. Dec 17 at 12. Bassett & Co, Gt James-st, Bedford-row.
 Green, Daul, jun, Prisoner for Debt, London. Adj April 21. Murray. Dec 14 at 12.
 Gwarkin, Emily, Grove-pl, Highgate, Milliner. Pet Nov 27. Murray. Dec 14 at 1. Peddell, Basinghall-st.
 Harris, Jas Wm, Zail's Pond-rd, Shoemaker. Pet Nov 26. Peyps. Dec 17 at 1. Riches, Cheapside.
 Haselwood, Wm, Prisoner for Debt, London. Adj Nov 20. Dec 21 at 2.
 Haynes, Fredk, Prisoner for Debt, London. Adj Nov 20. Peyps. Dec 17 at 2.
 Hodge, Alfred, Prisoner for Debt, Maidstone. Adj Nov 20. Peyps. Dec 17 at 1.
 Joyce, Alfred Edwd, Roehampton, Licensed Victualler. Pet Nov 26. Dec 21 at 11. Bennett, Mark-lane.
 Kalwig, Hy, Andover-rd, Hornsey-rd, Earthenware Dealer. Pet Nov 25. Murray. Dec 14 at 12. Pullen, Queen's-sq.
 Lefebvre, John, Prisoner for Debt, London. Pet Nov 26 (for pau). Peyps. Dec 18 at 11. Goatley, Bow-st, Covent-garden.
 Moore, Wm Wright, Webber-row, Blackfriars-rd, Basket Maker. Pet Nov 23. Murray. Dec 14 at 1. Payne, Bedford-row.
 Morel, Alfred, Brewer-st, Golden-sq, Carpenter. Pet Nov 24. Dec 16 at 1. Wetherfield, Gresham-bldgs, Basinghall-st.
 Norton, Wm, Prisoner for Debt, London. Pet Nov 21. Murray. Dec 12. Chidley, Old Jewry.
 Pelling, Geo, Southampton-rd, Haverstock-hill, Grocer. Pet Nov 25. Dec 16 at 2. Fenton, George-st, Mansion-house.
 Prentice, David, Lordship-lane, Dulwich, Builder. Pet Nov 26. Peyps. Dec 17 at 2. Miller, Cophall-st.
 Radley, Chas, Walmer-ter, Clarendon-rd, Notting-hill, Greengrocer. Pet Nov 26. Murray. Dec 14 at 12. Pittman, Guildhall-chambers.
 Robinson, Matthew Burt, Westminster-bridge-rd, Lambeth, Boot-maker. Pet Nov 26. Dec 21 at 11. Padmore, Westminster-bridge-rd.
 Rodrigue, Pierre Marius, Prisoner for Debt, London. Pet Nov 25 (for pau). Peyps. Dec 17 at 1. Watson, Basinghall-st.
 Sari, Chas Saml, Houndsditch, Furnishing Ironmonger. Pet Nov 25. Peyps. Dec 17 at 12. Chipperfield, Trinity-st, Southwark.
 Sinclair, Ambrose, Winsley-st, Oxford-st, Billiard Marker. Pet Nov 28. Peyps. Dec 17 at 12. Bartlett, Chandos-st, West Strand.
 Speedy, Hy Peter, Brighton, Sussex, Licensed Victualler. Pet Nov 20. Dec 21 at 1. Nash & Co, Suffolk-lane.
 Stimpson, Saml, Wharf-rd, Hackney, & Edwin Thompson, Broadway, London-fields, Firewood Makers. Pet Nov 27. Dec 21 at 12. Long, Fildes-st, Hoxton.
 Stone, Wm John, Halsey-ter, Chelsea, Comm Agent. Pet Nov 26. Peyps. Dec 17 at 2. Wilkinson, Guildhall-chambers.
 Tapper, Joseph, Easton-rd, Decorator. Pet Nov 28. Murray. Dec 14 at 1. Rigby, Basinghall-st.
 Taylor, Thos, Chatham, Kent, Grocer. Pet Nov 21. Peyps. Dec 17 at 2. Ingle & Co, Threadneedle-st.
 Temple, Frank, Newbury, Berks, Innkeeper. Pet Nov 7. Peyps. Dec 18 at 11. Jenkins & Co, New-inn, Strand.
 Thornton, Joseph, Plaistow, Contractor. Pet Nov 21. Dec 21 at 1. Badham, Queen's-st, Cheapside.
 Topham, Robt, Churchill-rd, Honiton, Attorney's Clerk. Pet Nov 28. Murray. Dec 14 at 1. Webster, Basinghall-st.
 Underhill, Chas, Edmonton, Ale Brewer. Pet Nov 27. Peyps. Dec 17 at 2. Lewis & Lewis, Ely-pl, Holborn.
 Ward, Joseph, Worthing, Sussex, Builder. Pet Nov 27. Dec 21 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
 Webster, John, Roehampton, out of business. Pet Nov 24. Dec 16 at 12. Fevery, Gresham-bldgs, Basinghall-st.

To Surrender in the Country.

Archer, Arthur, Istock, Leicester, Butcher. Pet Nov 26. Loseby. Market Bosworth, Dec 14 at 12. Owston, Leicester.
 Bardill, Hannah, Somercotes, Derby, Beerhouse Keeper. Pet Nov 24. Hubbersty. Alfreton, Dec 15 at 1. Wilkinson & Birkenshaw, Alfreton.
 Bickford, Nicholas, Exmouth, Devon, Chemist. Pet Nov 26. Exeter. Dec 15 at 11. Clarke, Exeter.
 Birkett, Jacob, Lpool, Comm Merchant. Pet Oct 15 (for pau). Dunn. Lancaster, Dec 11 at 12. Johnson & Tilly, Lancaster.
 Birchhead, Hy, Huddersfield, York, Boltmaker. Pet Nov 6. Jones. Huddersfield, Dec 28 at 10. Bottomley, Huddersfield.
 Roman, Richard, Tadley, Southampton, Farmer. Pet Nov 27. Lamb. Basingstoke, Dec 14 at 12. Chandler, Basingstoke.
 Bradley, Alfred, Primrose-hill, York, Cloth Dresser. Pet Nov 24. Jones. Huddersfield, Dec 28 at 10. Sykes, Huddersfield.
 Broxombe, Saml, Huddersfield, York, Confectioner. Pet Nov 12. Jones. Huddersfield, Dec 28 at 10. Mills, Huddersfield.
 Camm, John, Jump, York, Joiner. Pet Nov 23. Shepherd. Barnsley, Dec 15 at 10. Freeman, Huddersfield.
 Cass, Joshua, Mirfield, York, Shopkeeper. Pet Nov 26. Nelson. Dewsbury, Dec 17 at 3. Scholes & Brearey, Dewsbury.
 Catlin, Wm, Prisoner for Debt, Bristol. Adj Nov 20. Harley. Bristol, Dec 23 at 12.
 Chadwick, Matthew, Manch, Comm Agent. Pet Nov 28. Fardell. Manch, Dec 21 at 11. Leigh, Manch.
 Cliffe, Simeon, Huddersfield, York, Journeyman Smith. Pet Nov 16. Jones. Huddersfield, Dec 28 at 10. Freeman, Huddersfield.
 Cornforth, John, Pudsey Town End, Leeds, out of business. Pet Nov 26. Bradford, Dec 15 at 9.15. Carr, Leeds.
 Capit, Jas, Newall, Derby, Miner. Pet Nov 24. Hubbersty. Barton-Trent, Dec 9 at 10. Stevenson, Barton-on-Trent.
 Dunn, Wm John, Nottingham, Hosiery Warehouseman. Pet Nov 27. Patchitt. Nottingham, Dec 23 at 10.30. Belk, Nottingham.
 Dean, Benj, Dresden, Stamford, out of business. Pet Nov 26. Keary. Stoke-upon-Trent, Dec 12 at 11. Tennant, Hanley.
 Devlin, Patrick, Newcastle-upon-Tyne, Tailor. Pet Nov 26. Clayton. Newcastle, Dec 12 at 10. Bousfield, Newcastle-upon-Tyne.
 Eastwood, Thos, Rochdale, Lancaster, Cotton Manufacturer. Pet Oct 16. Macrae. Manch, Dec 11 at 12. Cobbett & Co, Manch

Ferguson, Geo Ashburn, New Ferry, Chester, Ironmonger. Pet Nov 28. Wason. Birkenhead, Dec 15 at 2. Moore, Birkenhead.
 Fielding, Chas Wm, Warley, Halifax, Beerhouse Keeper. Pet Nov 25. Rankin. Halifax, Dec 18 at 10. Stotay, Halifax.
 Frost, Wm Fredk, Salford, Lancaster, Merchant's Clerk. Pet Nov 30. Hulton. Salford, Dec 12 at 9.30. Farrar, Manch.
 Goodman, Wm, Prisoner for Debt, Walton. Adj Nov 19. Lpool, Dec 11 at 11.
 Graham, John, jun, Newcastle-upon-Tyne, Grocer's Assistant. Pet Nov 25. Clayton. Newcastle, Dec 12 at 10. Joel, Newcastle-upon-Tyne.
 Hawksford, Joseph, Aston, nr Birm, Carpenter. Pet Nov 26. Guest. Birm, Dec 11 at 10. Rowlands, Birm.
 Healey, Saml, Lowerhouses, York, Weaver. Pet Oct 27. Jones. Huddersfield, Dec 28 at 10. Sykes, Huddersfield.
 Hebron, Marion, Manch, Lodging-house Keeper. Pet Nov 27. Kay. Manch, Dec 17 at 9.30. Leigh, Manch.
 Hinchliffe, John, Mold-green, York, Gr. cer. Pet Nov 17. Jones. Huddersfield, Dec 28 at 10. Drake, Huddersfield.
 Hollings, Jas, & Edwd Armitage, Leeds, Woollen Cloth Manufacturers. Pet Nov 28. Leeds, Dec 14 at 11. Upton, Leeds.
 Hope, Thos Harris, Clifton, Bristol, Beerhouse Keeper. Pet Nov 23. Harley. Bristol, Dec 23 at 12. Clifton.
 Howes, Wm Cooper, Norwich, Decorative Painter. Pet Nov 26. Palmer. Norwich, Dec 10 at 11. Sudd, Norwich.
 Humphrey, Joseph, Birm, Tailor. Pet Nov 23. Hill. Birm, Dec 16 at 12. Stubbs & Fowke, Birm.
 Hutchinson, Nathan, Boundary Bank, nr Kendal, Westmorland, Labourer. Pet Nov 26. Tayler. Ambleside, Dec 16 at 11. Thompson, Kendal.
 Irvine, Wm Johnstone, Walton-on-the-Hill, nr Lpool, Surgeon. Pet Nov 28. Lpool, Dec 14 at 11. Snowball & Copeman, Lpool.
 Jones, Thos, Fenton, Stafford, Beerseller. Pet Nov 23. Keary. Stoke-upon-Trent, Dec 12 at 11. Tennant, Hanley.
 Jossa, Ferdinand, Sunderland, Durham, Oil Merchant. Pet Nov 26. Gibson. Newcastle-upon-Tyne, Dec 11 at 12. Hodge & Harle, Newcastle-upon-Tyne.
 Liewellyn, Hy, Brecon, Druggist. Pet Nov 26. Evans. Brecknock, Dec 15 at 2. Dones, Crickhowell.
 May, Robt, Wolverhampton, out of business. Pet Nov 27. Brown. Wolverhampton, Dec 12 at 12. Barrow, Wolverhampton.
 Nelson, John, Peashill Ripley, Derby, Grocer. Pet Nov 27. Hubbersty. Alfreton, Dec 15 at 1. Heath, Derby.
 Phillips, Saml, Manch, Floor Cloth Dealer. Pet Nov 27. Fardell. Manch, Dec 14 at 12. Storer, Manch.
 Pollard, Saml, Staincliffe, York, Weaver. Pet Nov 26. Nelson. Dewsbury, Dec 17 at 3. Ibberson, Dewsbury.
 Powell, Benj, Woolridge, Heath, Dorset, Shemarker. Pet Nov 28. Filler. Wareham, Dec 17 at 12. Atkinson, Blandford Forum.
 Patt, Wm, Southampton, Livery Stable Keeper. Pet Nov 26. Thorn-dike. Southampton, Dec 9 at 12. Mackey, Southampton.
 Ramsbottom, Jas, Manch, Innkeeper. Pet Nov 27. Fardell. Manch, Dec 16 at 11. Wharton, Manch.
 Reynolds, John, Sharples Higher End, Lancaster, Commission Agent. Pet Nov 23 (for pau). Dunn. Lancaster, Dec 11 at 12. Rawlinson. Lancaster.
 Robinson, John, Durham, Licensed Victualler. Pet Nov 28. Bowes. Darlington, Dec 18 at 10. Clemment, jun, Stockton.
 Rolls, Richd, jun, Wareham, Dorset, Boot Maker. Pet Nov 26. Filler. Wareham, Dec 17 at 11.
 Still, Fredk, Wm, Marden, Kent, out of business. Pet Nov 24. Scudamore. Maidstone, Dec 12 at 11. Goodwin, Manch.
 Stonham, Wm, Prisoner for Debt, Maidstone. Adj Sept 18. Scudamore. Maidstone, Dec 12 at 12.
 Taylor, Abraham, Lpool, Licensed Victualler. Pet Nov 28. Lpool, Dec 14 at 11. Blackhurst, Lpool.
 Vidler, Geo, Battle, Sussex, Painter. Pet Nov 26. Yongg. Hastings, Dec 12 at 11. Norris, St Leonard's-on-Sea.
 Wade, Thos, Leeds, Clothier. Pet Nov 16. Marshall. Leeds, Dec 15 at 12. Rooke, Leeds.
 Wade, Joseph, Hunslet, Leeds, out of business. Pet Nov 27. Marshall. Leeds, Dec 15 at 12. Emsley, Leeds.
 Wilcock, Saml, Salford, Lancaster, out of business. Pet Nov 27. Hulton. Salford, Dec 12 at 9.30. Thompson, Manch.
 Wilson Jabez Stead, Birm, Printer. Pet Nov 28. Hill. Birm, Dec 16 at 12. Walford, Birm.

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